



RESOLUTION No. 21-218

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A RENEWAL AGREEMENT WITH CRISIS INTERVENTION SERVICES FOR THE PROVISION OF LATINO OUTREACH SERVICES, SUICIDE PREVENTION, HOMELESS OUTREACH, FAMILY SUPPORT AND PARENTING CLASSES, AND MENTAL HEALTH STIGMA REDUCTION IN THE EASTERN COUNTY REGION AS A COMPONENT OF THE COUNTY'S MENTAL HEALTH SERVICES ACT (MHSA) PREVENTION AND EARLY INTERVENTION (PEI) PLAN IN THE MAXIMUM AMOUNT OF \$116,295 FOR FISCAL YEAR 2021/22

WHEREAS, the Contractor provides Latino Outreach Services, Suicide Prevention Services, Homeless Outreach, Family Support and Parenting Classes, and Mental Health Stigma Reduction in the Eastern County Region as a component of the County's Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Plan and MHSA Innovation Plan; and

WHEREAS, these specialized services help to increase the numbers of Latinos seeking mental health treatment, prevent suicide, outreach to those experiencing homelessness, support families and parents, and decrease stigma in accessing and receiving mental health services in the Tahoe/Truckee region.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Professional Services Contract by and between the County and Crisis Intervention Services, pertaining to the provision of Latino Outreach Services, Suicide Prevention Services, Homeless Outreach, Family Support and Parenting Classes, and Mental Health Stigma Reduction as a component of the County's Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Plan for the contract term of July 1, 2021 through June 30, 2022, in the maximum amount of \$116,295 be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Agreement on behalf of the County of Nevada.

Funds to be disbursed from account: 1512-40104-493-1000/521520; 1512-40110-493-1000/521520

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 15th day of June, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 

6/15/2021 cc: BH*
AC*(hold)



Dan Miller, Chair

6/17/2021 cc: BH*
AC* (Release)

Administering Agency: Nevada County Health and Human Services Agency, Behavioral Health Department.

Contract No. RES 21-218

Contract Description: For the provision of Latino Outreach Services, Suicide Prevention Services, Homeless Outreach, Family Support and Parenting Classes, and Mental Health Stigma Reduction as a component of the County's Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI).

PROFESSIONAL SERVICES CONTRACT FOR HEALTH AND HUMAN SERVICES AGENCY

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of June 15, 2021 by and between the County of Nevada, ("County"), and **CRISIS INTERVENTION SERVICES dba SIERRA COMMUNITY HOUSE** ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed One Hundred Sixteen Thousand, Two Hundred Ninety Five Dollars (\$116,295).**
3. **Term** This Contract shall commence on, 7/1/2021. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 6/30/2022.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Contract shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages ☐ shall apply ☒ shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit F, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this

Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Certificate of Good Standing** Registered corporations including those corporations that are registered non-profits shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and further warrants to shall keep its status in good standing and effect during the term of this Contract.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

15. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
16. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.
17. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
20. **Financial, Statistical and Contract-Related Records:**
- 20.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks,

receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

- 20.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 20.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.
21. **Cost Disclosure:** In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.
22. **Termination.**
- A. A Material Breach , as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
 - B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**
 - C. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
 - D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.
 - E. Any notice to be provided under this section may be given by the Agency Director.
 - F. Suspension: County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in Federal, State or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work

as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

23. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
24. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.
25. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code
26. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.
27. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.

28. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
29. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.
30. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, the Contractor agrees to protect the confidentiality of any confidential information with which the Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

The Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Contract.

31. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

32. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:

Nevada County Health and Human Services
Agency, Behavioral Health Department
Address: 10075 Levon Avenue Suite 207
City, St, Zip Truckee, CA 96161
Attn: Jazmin Breaux
Email: Jazmin.Breaux@co.nevada.ca.us
Phone: (530) 582-7747

CONTRACTOR:

Crisis Intervention Services dba Sierra Community
House
Address 948 Incline Way
City, St, Zip Incline Village, NV
Attn: Paul Bancroft
Email: pbancroft@sierracommunityhouse.org
Phone: (775) 298-0162


Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.


IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

COUNTY OF NEVADA:

By: 
Dan Miller (Jun 15, 2021 10:11 PDT)

Date: Jun 15, 2021

Printed Name/Title: Honorable Dan Miller, Chair, of the Board of Supervisors

By: 

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

CONTRACTOR: CRISIS INTERVENTION SERVICES dba SIERRA COMMUNITY HOUSE

By: 

Date: Jun 4, 2021

Name: Paul Bancroft

* Title: executive Director

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

Exhibit A: Schedule of Services

Exhibit B: Schedule of Charges and Payments

Exhibit C: Insurance Requirements

Exhibit D: Behavioral Health Provisions

EXHIBIT "A"
SCHEDULE OF SERVICES
CRISIS INTERVENTION SERVICES

Crisis Intervention Services, herein referred to as "Contractor", agrees to provide Latino Outreach and Linkage Services, Suicide Prevention Services, Homeless Outreach Services, Family Support/Parenting Classes, and Mental Health Stigma Reduction Services as a component of the County's Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Plan for the Department of Behavioral Health, herein referred to as "County".

1) Latino Community Outreach and Intervention

In Nevada County the Latino population is growing. Truckee's Latino population is also growing. Between the year 2000 and 2014, the Latino population increased by 54% from 1,773 to 2,731 (American Community Survey). According to the 2011 Tahoe Forest Hospital District Community Health Needs Assessment, the Latino population faces significant disparities in many health indicators, including experiencing more days with poor physical and mental health than the rest of the population. The TTCF 2019 Issue Brief indicated that 57% of adults had experienced symptoms of depression within the past 30 days, and highlighted 2014 community data showing a higher level of poor mental health days for Latino community members and low-income community members. The data indicated that Latino adults in the North Tahoe-Truckee area averaged 10.4 poor mental health days per month, compared to an average of 8.4 days for other adults in the region. Other assessments over the past several years have pointed to a need for greater multi-cultural mental health services. With respect to mental health, in particular, Crisis Intervention Services has identified a great deal of stigma and fear among Latinos about reaching out for help with mental health issues. This population is underserved in accessing Spanish speaking resources, especially mental health services. In addition, the local population is impacted by confusing county lines which create barriers to easy access of services.

Crisis Intervention Services has been serving the Latino population in Truckee since 2001. Crisis Intervention Services has a Promotora Program who hires paraprofessionals to help Latino families connect to health resources and to offer health education. Crisis Intervention Services has developed a cadre of three Promotoras over the last three years who have developed Mental Health outreach and engagement groups to decrease stigma in accessing and receiving mental health services in the Latino Community. Crisis Intervention Services has also created a Family Advocate position to work with community members identified by the Promotoras, Truckee Case Manager, and Truckee Homeless Outreach Worker as needing more significant mental health services. The Family Advocate will provide linkage and access to services regardless of which county the community member lives in.

Through workshops, support groups and/or peer support services, a minimum of 100 Latino individuals annually will receive mental health education and support. Culturally and linguistically appropriate referrals to mental health services will be offered to participants requesting additional help and/or those demonstrating signs or symptoms that are identifiable based on staff training level. The Training Workshops program is open to all members of the community, and workshops are presented in Spanish. Most participants come from the Kings Beach community. The participant group ranges from interested community members seeking to improve their lives to seasoned Promotoras, some of whom have served as community educators for many years. The Group Supports program is offered to graduates of the Latino Leadership Groups. These groups provide additional support to the attendees and help strengthen the skills learned in the Leadership Groups. The Youth Latino Leadership Support group is open to all Latino Youth, 6-18 years old, in the North Lake Tahoe community. The Promotoras are bi-cultural and bi-lingual paraprofessionals that help connect Latino families to mental health resources and to promote the well-being of the Latino community in the Tahoe/ Truckee region.

Crisis Intervention Services (CIS) shall:

- Through workshops, support groups and peer support services, a minimum of 100 Latino individuals annually will receive mental health education and support. Conduct, in Spanish, four workshops consisting of six sessions of psycho-education workshops “talleres” yearly at Affordable Housing in Truckee & Crisis Intervention Services’ locations.
- CIS will provide intensive workshops and support groups for the graduates of the workshops each year. The Latino Leadership series shall be presented in Spanish by a native Spanish speaker and shall cover four components: (1) Self Leadership for Latinos; (2) Latino Couples Leadership; (3) Latino Parent Leadership; and (4) Latino Teen Leadership.
- Conduct outreach to Latino population
- Through tools such as Peer Support, reduce stigma about reaching out for help with mental health issues in the Latino community.
- Provide childcare for the Psycho-educational Groups.
- Provide one-on-one support to at least ten community members through the Family Advocate
- Refer clients to a Nevada County Behavioral Health bi-lingual therapist or or case manager as needed.
- If necessary, accompany and provide transportation for clients to their first appointment with the mental health provider.
- Attend MHSA Steering Committee Meetings
- Send staff to relevant training to enhance service to community members. Training may include Wellness Recovery Action Plan (WRAP), trauma-informed care; motivational interviewing, Mental Health First Aid, Know the Signs and/or other relevant training.
- Meet regularly with Nevada/Placer County staff, contracted Behavioral Health Case Manager, Crisis Intervention Services Homeless Outreach Coordinator and regional Promotoras de Salud, to understand the mental health needs of Latino community members, provide bilingual and bicultural support and identify barriers to service and inefficiencies.

Meet as needed with representatives from other partner agencies, such as Tahoe Truckee Unified School District, Tahoe Forest Hospital District, Truckee Healthy Babies, Sierra Senior Services,

and Gateway Mountain Center to promote and facilitate integration of services for Latino community members. The Behavioral Health Department will provide to Crisis Intervention Services:

- Training on mental health issues;
- Updates on mental health services and programs in the region;
- Provide therapy as appropriate to participants participating in the psycho-educational groups.

Latino Community Outreach and Intervention Outcomes:

- Number of groups offered and number of attendees
 - Through workshops, support groups and peer support services, a minimum of 100 Latino individuals annually will receive mental health education and support. Conduct, in Spanish, four workshops consisting of six sessions of psycho-education workshops
 - CIS will provide four (4) intensive workshops and four (4) support groups for the graduates of the workshops each year. The Latino Leadership series shall be presented in Spanish by a native Spanish speaker and shall cover four components: (1) Self Leadership for Latinos; (2) Latino Couples Leadership; (3) Latino Parent Leadership; and (4) Latino Teen Leadership.
- Number of Nevada County residents served
- Number of community members served in one-on-one settings
- Demographic information on all people served including individual services tracking forms
- Results from surveys, pre and post-tests, group conversations and/or other culturally competent methods which measure the reduction of negative feelings, attitudes, beliefs, perceptions, stereotypes and/or discrimination related to being diagnosed with a mental illness, having a mental illness, or in seeking mental health services and to increase acceptance, dignity, inclusion, and equity for individuals with mental illness, and members of their families.
 - Eighty percent of individuals will demonstrate an improvement in attitudes, knowledge, and/or behavioral change related to mental illness that is applicable to the activity.
 - Eighty percent of individuals will demonstrate an improvement in attitudes, knowledge, and/or behavior related to seeking mental health services that are applicable to the activity.
 - Eighty percent of individuals that self-identify or are identified by a Promotora as having a mental health need will be referred to a mental health provider and offered a warm handoff.
 - Ten individuals will receive one-on-one support and consultation from the Family Advocate
- Client survey results
- Promotora survey results
- Trainings completed by Crisis Intervention Services DBA Sierra Community House staff

2) Suicide Prevention

The Tahoe Truckee Suicide Prevention Coalition came together out of concern for the mental health and safety of the youth in our community. Since the Coalition was established in 2013, the focus of Suicide Prevention efforts in the community has expanded to include community

members of all ages. The goal of the coalition is to provide education, outreach, and strategies that will mobilize the community to provide postvention support after a death by suicide and prevent future suicides.

The Suicide Prevention Coalition (SPC) is a collaborative project that includes Placer and Nevada County in addition to local community partner agencies. The Suicide Prevention Coordinator, embedded in our Community Education and Prevention Program, will work closely with the SPC to provide education, outreach, and strategies that will mobilize our community to support the community and prevent future suicides. This position will also explore how the CIS Community Helpline can support the need for a 24-hour suicide hotline. The helpline is currently focused on serving community members experiencing domestic and sexual violence but is also the de facto suicide hotline. CIS staff are trained to take calls from community members considering suicide, but the Suicide Prevention Coordinator position will allow further training and more formalized support.

Existing outreach efforts include promoting Know the Signs at community events, implementing May as Mental Health month and organizing community forums. The target population is the entire community; however, outreach and prevention strategies specifically target youth (age 12-24 years), seniors and middle-aged males.

The Suicide Prevention Coordinator will:

- Organize outreach events to include tabling at community events, Know the Signs coasters at bars, and HR packets to organizations
- Prepare for and facilitate monthly SPC meetings
- Update and maintain the SPC website
- Support the SPC with outreach materials, community events and identifying innovative ways in reaching community members with suicide prevention information
- Organize and support suicide prevention trainings utilizing programs such as Know the Signs and ASIST
- Explore the current Crisis Line (currently advertised as a Domestic Violence and Sexual Assault hotline but serves as a DeFacto suicide hotline).

Suicide Prevention Outcomes:

- Number of outreach events offered and number of attendees
 - The Suicide Prevention Coordinator, in collaboration with the Tahoe Truckee Suicide Prevention Coalition, will provide outreach to a minimum of 500 individuals across a minimum of 7 outreach events.
- Number of Nevada County residents served
- Number of media engagement activities and estimated audience
- Contractor will provide 15 trainings to an estimated 300 attendees, per year on various suicide prevention curricula and topics.
- Contractor will utilize media outreach through news, radio, social media, website, and e-mail distributions to provide suicide prevention education and information with an estimated 2,000 impressions
- Contractor will attend an estimated 10 community events with an estimated 250 community members with information about suicide prevention and education

3) Homeless Outreach

The Tahoe/Truckee Homeless Outreach Coordinator is the only position of its kind in the region, thereby providing a unique and targeted service to the population experiencing homelessness. In addition to promoting safety, forming relationships, learning common language construction, facilitating and supporting change, and forming cultural and ecological considerations, the Coordinator has provided participants with many needed items, such as camping supplies, blankets, warm clothes, hygiene bags, food vouchers, gas vouchers, and local bus passes. They support and assist individuals to utilize warming shelters, as they are available, and educate individuals experiencing homelessness about mental health and substance abuse issues and resources. If an individual experiencing homelessness is severely mentally ill, the Coordinator refers them to treatment and assists them in attending treatment services. The Coordinator supports the individual with their first appointment and/or until the individual is comfortable with the service provider. The Coordinator also assists individuals and/or families to connect to housing, to the CalWORKs One Stop Office, and/or apply for mainstream benefits (e.g., SSI, CalWORKs, CalFresh, Medi-Cal, General Assistance, etc.).

The Tahoe/Truckee Homeless Outreach Coordinator will:

- Provide outreach to people experiencing homelessness where they are located
- Go to remote outlying areas, as needed.
- Provide essential needed items: socks, sleeping bags, blankets, jackets, clothes, personal hygiene items, etc.
- Support and assist individuals to utilize warming shelters, as they are available.
- Ask people experiencing homelessness what services they need and work together to connect with service providers.
- Create relevant goals jointly with homeless individuals.
- Educate people experiencing homelessness on mental health and substance abuse issues and resources.
- Support people experiencing homelessness who have severe mental illness access and engagement with treatment services
- Support individual with their first appointment to service providers and/or until the individual is comfortable with the service provider.
- Assist individuals and/or families to apply for Social Security Income and other mainstream benefits (CalWORKs, CalFresh, Medi-Cal, General Assistance, etc.).
- Assist individuals and/or families connect to housing.
- Assist individuals to connect to the CalWORKs One Stop office (employment services).
- Refer appropriate individuals and/or families to the Behavioral Health Access Team and/or other mental health service providers.
- Participate in the MHSA Steering Committee.
- Participate in the Nevada County Continuum of Care to End Homelessness Collaborative.
- Enter individual and/or family data and services provided into the Homeless Management Information System (HMIS)
- Ensure those served on the Coordinated Entry By-Name List have accurate Vulnerability Scores in HMIS and update score as needed.
- Work with Nevada County COC/Home Team workgroups that review By-name lists and triage vulnerable cases with the goal of transitioning someone into permanent housing

- Contract funds may also be utilized to provide essential needed items such as emergency hotel vouchers, socks, sleeping bags, blankets, jackets, clothes, personal hygiene items, etc to support client needs

Homeless Outreach Outcomes:

- The number of homeless individuals and families served in Eastern Nevada County and Eastern Placer County
 - Homeless Outreach Coordinator will serve a minimum of 36 individuals or families per year.
- Number of Nevada County and Placer County residents served
- The number of homeless individuals and families that find stable permanent housing
- 90% of homeless will be referred to the Coordinated Entry HMIS system
- 90% of homeless and severely mentally ill individuals with no Social Security income (or other source of income) will be offered assistance with a referral to the Social Security office and/or an application for benefits so that the individual can receive Social Security income.
- 90% of homeless and severely mentally ill individuals will be referred to mental health services.
- 70% of individuals with a drug problem will be referred to drug treatment services.
- 70% of individuals who are referred engage in the referred service, defined as participating at least once in the service
- 25% of individuals and/or families served will secure stable housing.

4) Family Support/Parenting Classes

Families face significant stressors in the region, including isolation, tourism-dependent employment, high cost of living and limited resources. Free programs for families and parents are particularly scarce. In order to strengthen protective factors in local families, Crisis Intervention Services will provide play groups, support groups and classes aimed at decreasing family isolation, fostering development of peer networks and building skills and confidence in parents. Through Parent Café and Family Room, staff trained in curricula including but not limited to Parent Project®, Loving Solutions®, and The Incredible Years will facilitate group workshops in response to community need. For many families, these classes provide a first point of contact to the broader continuum of care as class facilitators provide referrals and information to assist families with accessing healthcare enrollment, mental health services, childcare resources, and other systems navigation services. Ongoing programs, like Family Room and Mom's Café, promote the development of peer networks and support. Additionally, these programs utilize strategies that foster knowledge of child development, which is a protective factor against child abuse.

Parent Project® is a program that consists of activity-based instruction, support groups, and specific curriculum to address destructive adolescent behaviors. These behaviors often belie a substance abuse or mental health problem. Parent Project® teaches concrete prevention, identification and intervention strategies to address school attendance/performance, relationships and family dynamics, alcohol and other drug use, violence, and running away.

Loving Solutions® is a parent-training program designed specifically for parents raising difficult younger children. Also known as "Parent Project®, Jr.," this program utilizes the same principles found successful in Parent Project® Sr., adapted to the needs of younger children. Using a behavioral model, Loving Solutions is structured based on cooperative learning norms with group learning activities. Loving Solutions® also addresses the needs of children with Attention Deficit Disorder.

The Incredible Years parent training intervention is a program focused on strengthening parenting competencies (monitoring, positive discipline, confidence, etc.) and fostering parents' involvement in children's school experiences in order to promote children's academic, social and emotional competencies, and reduce conduct problems.

Parent Café was created to support programs and communities in engaging parents, building protective factors, and promoting deep individual self-reflection and peer-to-peer learning. Parent Cafés are based on the principles of adult learning and family support and are a gateway to providing parent leadership opportunities. The Parent Café model provides a learning experience that acknowledges that all community members have strengths and hold wisdom. Parents become central in the creation of their own solutions by participating in a reciprocal and respectful process.

The Family Room is a bilingual program that serves families with children aged 0 – 4 by supporting parents and children in the development of literacy and school readiness. The program is offered 5 days per week at a classroom in Truckee Elementary School. Sierra Community House's Family Room program promotes school readiness by supporting young children and their caregivers, with a particular focus on those who are economically and culturally disadvantaged and/or are English language learners. Family Room staff facilitate literacy-focused activities in Spanish and English, to promote parent-child interaction and mutual learning. Activities include a mix of reading, music, crafts, and literacy focused activities. Thanks to the generosity of the Soroptomist International of Truckee, more than 1,000 English and Spanish books are available through the Family Room's Free Lending Library.

Staff will be ready to share with participants information about resources and refer them to available services when they express needs in relation to safety, mental and behavioral health. Many participants who attend the parenting classes respond to media promoting classes throughout the community. These parents self-identify as wanting additional knowledge and support around parenting their children. Means of promotion include Facebook, Twitter, the organization's website, and traditional print media, including fliers distributed in the community and through the school district. Some participants are referred from County agencies, including Children's System of Care (CSOC), Placer/Nevada County Court, and Placer and Nevada County WRAP programs. Tahoe Truckee Unified School District (TTUSD) school counselors and local mental health therapists in the community also refer parents to this program. All program participants live in the Tahoe Truckee region and are typically parents of children attending school within TTUSD.

Contractor will provide:

- Two (2) parent café sessions for parents of children aged 0-5. Each session is six (6) weeks in length and should serve a minimum of 15 parents in total. Weekly Mom's Café support group and Family Room will be provided in support of maternal health and early learning. Sessions shall be offered in English and in Spanish.
- Two (2) sessions of parenting café for parents of children aged 5-10). Each session is six (6) weeks in length and should serve a minimum of 15 parents in total. Sessions shall be offered in English and in Spanish.
- Two (2) sessions of parenting classes for parents with children aged 11-19. Each session is six (6) weeks in length and should serve a minimum of 15 parents, in total. Sessions shall be offered in English and in Spanish.
- Five (5) parents will be served through strategies such as cooperative parenting classes and Peer Support for divorced parents of children aged 0-18). Sessions shall be offered in English and in Spanish.

Family Support/Parenting Classes Outcomes:

- Number of groups offered and number of attendees
 - Contractor will serve minimum of 160 individuals through family support and parenting classes
- Number of Nevada County residents served
- Results from surveys, pre and post-tests, group conversations and/or other culturally competent methods which measure the reduction of negative feelings, attitudes, beliefs', perceptions, stereotypes and/or discrimination related to being diagnosed with a mental illness, having a mental illness, or in seeking mental health services and to increase acceptance, dignity, inclusion, and equity for individuals with mental illness, and members of their families.
- 75% of individuals will demonstrate improvement in overall mental health as evidenced by improved score on the Participant Perception of Care posttest.
- 75% of individuals will demonstrate improved parenting skills as evidenced by improved overall *Problem* score on the Eyberg Child Behavior Inventory posttest.
- 85% of individuals will demonstrate improved parenting skills as evidenced by improved overall *Intensity* score on the Eyberg Child Behavior Inventory posttest.

5) Mental Health Stigma Reduction

Empowerment Groups will be offered to students to enhance a variety of skills and opportunities. Topics for these groups include creating positive environments and communities, promoting healthy friendships, relationships and choices, increasing positive self-worth, engaging and empowering youth to speak out and model healthy lifestyles, and increasing the understanding of mental health stigmas and how to support others and seek help. Empowerment groups will help individuals identify personal strengths and supportive resources, and develop new ways of thinking and addressing challenges-both internal and external. Facilitators build rapport with youth, and provide the space and opportunity for students to open up through discussion, activities, writing and art. Multiple curricula are used, depending on the topic needs and focus of the specific group but Young Men's Work and Young Women's Lives are referenced the most.

- Young Men's Work is a program for young men who are working together to solve problems without resorting to violence. The program looks at the underlying messages our society gives adolescent males about what it means to be a man. By addressing the roots of male violence, this effective curriculum helps young men break the cycle of violence passed from generation to generation. Activities and materials help young men challenge the beliefs that lead to violent behavior and teach them how to successfully resolve conflict.
- Young Women's Lives emerges from the empowering assumption that every young woman is strong and wants a positive connection with others. Young women face many issues as they mature, such as eating disorders, depression, shame, low self-esteem, substance abuse, and abusive relationships. This curriculum helps young women face problems, identify personal strengths and supportive resources, and develop new ways of thinking and addressing challenges-both internal and external.

Mental Health Stigma Reduction Outcomes:

- Contractor, in partnership with local schools, shall provide series of Youth Empowerment Groups, once per week. Two school-year long groups, and six 10-week groups, each session lasting approximately 40-65 minutes per week, will occur with approximately 7 students per group. A minimum of 56 youth will be served each year.
- 75% percent of individuals will demonstrate an improvement in attitudes, knowledge, and/or behavioral change related to mental illness.
- Number of Nevada and Placer County Residents served

Overall Contract Reporting Requirements

Outcome Data Elements: For all of the above programs, Contractor shall track outcome data that shall include, but is not limited to:

Count & Demographics:

- PEI Demographic Information (9 CCR § 3560.010) including unduplicated number of individuals served; template to be provided by County.

Referrals:

- Number of individuals referred to county mental health programs, and the kind of treatment to which the individual was referred.
 - For referrals to county mental health, the average duration of untreated mental illness.
- Number of individuals referred to non-county mental health treatment and the kind of treatment to which the individual was referred.
- Number of individuals referred to other key services and the kind of services to which the individual was referred.
- Number of individuals who followed through on referral and engaged in treatment.
- Average interval between referral and participation in treatment (at least one participation).

Outcomes:

- Outcomes as outlined in program areas above.
- Successes and challenges related to service delivery system
- Recommendations for improvements to the delivery system

Additionally, Contractor shall be responsible for providing:

Reporting:

- Contractor shall ensure all required data has been collected, entered and validated in either the applicable County Electronic Health Records System or County MHSA Data Portal, by the 20th of each month for the previous month. The County will generate reports on the validated data.
- All summary PEI outcome data not available for reporting through the MHSA Data Portal are due quarterly within 30 days of the end of the fiscal quarter via secure upload.
- An Annual Progress Report is due within 31 days of the end of the fiscal year (fiscal year ends 6/30; report due 8/1). This includes, but is not limited to, validated annual reporting data and performance outcomes, an updated description of the program(s), progress towards goals, and any explanations of differences in the data from the previous year(s).
- A Three-Year Program and Evaluation Report is due every three years to the county. For example, a Three-Year Evaluation Report due August 1, 2018 for fiscal years 2015-2016, 2016-2017 and 2017-2018 combined. The Three-Year Program Report is due no later than August 1st every three years thereafter (due 8/1/21, 8/1/24, 8/1/27...) and should report on the evaluations for the three fiscal years prior to the due date for those services rendered by the Contractor.
- Contractor is responsible for submitting any MHSA Progress or Evaluation report that is required. The Contractor is also responsible for providing any corrected, revised, and/or additional data that may be requested by the County; including any backup data to verify reported information. The Contractor shall cooperate with the County for the compilation of any data or information for services rendered under this contract as may be necessary for the County to conform to MHSA PEI regulations pertaining to data reporting.
- Despite progress in addressing explicit discrimination, racial inequities continue to be deep, pervasive, and persistent across the country. Though we have made many strides toward racial equity, policies, practices, and implicit bias have created and still create disparate results. Through partnerships with the community, Nevada County Behavioral Health strives to address these inequities and continue progress in moving forward.
- Contractor is encouraged to have a diverse and inclusive workforce that includes representation from the disparate communities served by our county. Contractor is expected to think holistically about creating services, program sites and an employee culture that is welcoming and inclusive. Contractor should track metrics on Diversity, Equity, and Inclusion outcomes within their service delivery. Additional efforts should be made to identify and highlight growth opportunities for equitable outcomes, access to services, and other opportunities. Contractor shall consult with County contract manager about proposed metrics to track.

Services should be designed to meet clients' diverse needs. Contractor will be expected to participate in the NCBH Cultural Competency program, participate in trainings and tailor outreach efforts and marketing materials to engage a diverse population of community members. Given that Spanish is a threshold language in Nevada County, a special emphasis should be placed on engaging Latinx communities and providing services in Spanish.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
CRISIS INTERVENTION SERVICES

County shall pay to Contractor a maximum not to exceed \$116,295 for satisfactory performance of services in accordance with Exhibit "A" for the contract term of FY 2021/22.

Contract Maximum is based on reimbursement for actual salary/benefits of Contractor's assigned staff, and program expenses not to exceed \$116,295 for the term of this contract. As compensation for services rendered to County, Contractor shall be reimbursed for actual salary/benefits and costs incurred in carrying out the terms of the contract. Contractor shall bill County monthly, and each invoice shall state the amount of personnel hours/benefits and reimbursement expenses being claimed. Contractor agrees to be responsible for the validity of all invoices.

The project maximum is based on the following project budget:

	PEI				
	Promotora - LatinX Outreach	Suicide Prevention	Homeless Outreach	Family Support / Parenting Classes	Mental Health Stigma Reduction
Salary & Benefits	\$ 41,622	\$ 9,334	\$ 14,508	\$ 16,544	\$ 8,122
Program Costs	\$ 7,193	\$ 1,824	\$ 1,588	\$ 5,264	\$ 991
Admin	\$ 3,635	\$ 1,116	\$ 1,610	\$ 2,181	\$ 763
Total	\$ 52,450	\$ 12,274	\$ 17,706	\$ 23,989	\$ 9,876

Mileage reimbursement rate may not exceed the current IRS allowable rate.

BILLING AND PAYMENT:

Should modification to or changes to the budget line items be needed, a written request for modification shall be submitted for approval to the Director and or his/her designee. County at its sole discretion shall determine if the change will continue to meet the contract objectives and approve or deny the request.

Payment shall be approved after approval by County's PEI Program Manager of invoice and any required reports for that period.

County shall review the billing and notify the Contractor within fifteen (15) working days if an individual item or group of costs is being questioned. Contractor has the option of either removing the questioned cost or delaying the entire claim pending resolution of the cost(s). Payments of approved billing shall be made within thirty (30) days of receipt of a complete, correct, and approved billing and reports. The final yearly invoice will not be paid until all of the Mid-Year and Annual Progress Reports are provided.

To expedite payment, Contractor shall reference the Resolution Number assigned to their Contract on their invoice.

Contractor shall submit invoices for services to:

Nevada County Behavioral Health Department
Attn: Fiscal Staff
500 Crown Point Circle, Suite 120
Grass Valley, CA 95945

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- (i) **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- (iii) **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**

The Insurance obligations under this Contract shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this Contract. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this Contract are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- (xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- (xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

EXHIBIT D

BEHAVIORAL HEALTH PROVISIONS

1. Laws, Statutes, and Regulations:

- A. Contractor agrees to comply with the Bronzan-McCorquodale Act (Welfare and Institutions Code, Division 5, 6, and 9, Section 5600 et seq. and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Health Care Services Policy Letters, and Title 42 of the Code of Federal Regulations, Sections 434.6 and 438.608 which relate to, concern or affect the Services to be provided under this Contract.
- B. Clean Air Act and Federal Water Pollution Control:
Contractor shall comply with the provisions of the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, which provides that contracts and subcontracts of amounts in excess of \$100,000 shall contain a provision that the Contractor and Subcontractor shall comply with all applicable standards, orders or regulations issues pursuant to the Clear Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.
- C. For the provision of services as provided herein, Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act and shall screen all individuals and entities employed or retained to provide services for eligibility to participate in Federal Health Care programs (see <http://oig.hhs.gov/exclusions/index.asp> and <http://files.medical.ca.gov/pubsdoco/SandILanding.asp>). The Contractor shall check monthly and immediately report to the department if there is a change of status.
- D. Dymally-Alatorre Bilingual Act:
Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Act which requires that state agencies, their contractors, consultants or services providers that serve a substantial number of non-English-speaking people employ a sufficient amount of bilingual persons in order to provide certain information and render certain services in a language other than English.
- E. Byrd Anti-Lobbying Amendment:
Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- F. Ownership: Contractor shall provide written verification of compliance with CFR, Title 42, sections 455.101 and 455.104. This verification will be provided to Nevada County Behavioral Health (NCBH) by December 31 of each year and when prescribed below.
 - (a) Who must provide disclosures. The Medi-Cal agency must obtain disclosures from disclosing entities, fiscal agents, and managed care entities. Contractor and any of

its subcontractors/network providers providing services pursuant to this Contract shall submit the disclosures below to Nevada County Behavioral Health regarding the network providers' (disclosing entities') ownership and control. The Contractor's network providers must submit updated disclosures to Nevada County Behavioral Health upon submitting the provider application, before entering into or renewing the network providers' contracts, and within 35 days after any change in the provider's ownership and/or annually.

(b) Disclosures to be provided:

- The name and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity, fiscal agent, or managed care entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
- Date of birth and Social Security Number (in the case of an individual).
- Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest.
- Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.
- The name of any other disclosing entity (or fiscal agent or managed care entity) in which an owner of the disclosing entity (or fiscal agent or managed care entity) has an ownership or control interest.
- The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or fiscal agent or managed care entity).

(c) When the disclosures must be provided.

- I. Disclosures from providers or disclosing entities. Disclosure from any provider or disclosing entity is due at any of the following times:
 - i. Upon the provider or disclosing entity submitting the provider application.
 - ii. Upon the provider or disclosing entity executing the provider Contract.
 - iii. Upon request of the Medi-Cal agency during the re-validation of enrollment process under § 455.414.
 - iv. Within 35 days after any change in ownership of the disclosing entity.
- II. Disclosures from fiscal agents. Disclosures from fiscal agents are due at any of the following times:
 - i. Upon the fiscal agent submitting the proposal in accordance with the State's procurement process.
 - ii. Upon the fiscal agent executing the contract with the State.
 - iii. Upon renewal or extension of the contract.
 - iv. Within 35 days after any change in ownership of the fiscal agent.
- III. Disclosures from managed care entities. Disclosures from managed care entities (MCOs, PIHPs, PAHPs, and HIOs), except PCCMs are due at any of the following times:

- i. Upon the managed care entity submitting the proposal in accordance with the State's procurement process.
 - ii. Upon the managed care entity executing the contract with the State.
 - iii. Upon renewal or extension of the contract.
 - iv. Within 35 days after any change in ownership of the managed care entity.
 - v. Disclosures from PCCMs. PCCMs will comply with disclosure requirements under paragraph (c)(1) of this section.
 - (d) To whom must the disclosures be provided. All disclosures must be provided to the Med-Cal agency.
 - (e) Consequences for failure to provide required disclosures. Federal financial participation (FFP) is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by this section.
- G. Contractor shall have a method to verify whether services billed to Medi-Cal were actually furnished to Medi-Cal beneficiaries. The Contractor's verification method shall be based on random samples and will specify the percentage of total services provided that shall be verified. The Contractor's verification process shall be submitted to and approved by the NCBH Quality Assurance Manager. Contractor will report the outcome of service verification activities to the NCBH Quality Assurance Manager quarterly.

2. Client/Patient Records:

Where this contract is for services relating to the mental health or the medical needs or condition of clients or patients:

- A. HEALTH RECORDS: Contractor shall maintain adequate mental and/or medical health records of each individual client/patient which shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and which shall contain all necessary data as required by the Department of Behavioral Health and state or federal regulations, including but not limited to records of client/patient interviews and progress notes.
- B. TREATMENT PLAN: Contractor shall also maintain a record of services provided, including the goals and objectives of any treatment plan and the progress toward achieving those goals and objectives. County shall be allowed to review all client/patient record(s) during site visits, or at any reasonable time. Specialized mental health services provided by Contractor shall be in accordance and as defined by the California Code of Regulation Title 9, Chapter 11, and in compliance with Nevada County's Mental Health Plan (MHP).
- C. LOCATION / OWNERSHIP OF RECORDS: If Contractor works primarily in a County facility, records shall be kept in the County's facility and owned by County. If Contractor works in another facility or a school setting, the records shall be owned and kept by Contractor and upon demand by County, a copy of all original records shall be delivered to County within a reasonable time from the conclusion of this Contract.
- D. CONFIDENTIALITY: Such records and information shall be maintained in a manner and pursuant to procedures designed to protect the confidentiality of the client/patient records. Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state and local laws, regulations and rules, and recognized standards of professional practice and further agrees to hold County harmless from any breach of confidentiality.

- E. RETENTION OF RECORDS: Except as provided below, Contractor shall maintain and preserve all clinical records related to this Contract for seven (7) years from the date of discharge for adult clients, and records of clients under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the clients eighteenth (18th) birthday or for a period of seven (7) years from the date of discharge, whichever is later. Psychologists' records involving minors must be kept until the minor's 25th birthday. Contractor shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the seven year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial seven year period shall arise only if the County notifies Contractor of the commencement of an audit prior to the expiration of the seven year period.

To the extent Contractor is a Managed Care Organization (MCO), a Prepaid Inpatient Health Plan, a Prepaid Ambulatory Health Plan (PAHP), or a Medi-Cal services provider, Contractor shall maintain and preserve all records related to this contract for ten (10) years from the start date of this contract, pursuant to CFR 42 438.3(u). If the client or patient is a minor, the client's or patient's health service records shall be retained for a minimum of ten (10) years from the close of the state fiscal year in which the Contract was in effect, or the date the client or patient reaches 18 years of age, whichever is longer, regardless of when services were terminated with the client. Health service records may be retained in either a written or an electronic format. Contractor shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the ten (10) year period if any audit involving such records is then pending, and until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial ten (10) year period shall arise only if the County notifies Contractor of the commencement of an audit prior to the expiration of the ten (10) year period.

- F. REPORTS: Contractor shall provide reports to County from time to time as necessary, and as reasonably requested by County. Contractor agrees to provide County with reports that may be required by County, State or Federal agencies for compliance with this Contract.
- G. COPIES OF RECORDS: Upon termination of this Contract, Contractor agrees to cooperate with client/patients, County and subsequent providers with respect to the orderly and prompt transfer of client or patient records. This Contract does not preclude Contractor from assessing reasonable charges for the expense of transferring such records if appropriate. Said charges shall be twenty-five Cents (\$0.25) per page, plus the cost of labor, not to exceed Sixteen Dollars (\$16.00) per hour or pro rata fraction thereof, for actual time required to photocopy said records.
- H. CULTURAL COMPETENCE: Contractor shall provide services pursuant to this Contract in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in the Department of Health Care Services (DHCS) most recent Information Notice(s) regarding Cultural Competence Plan Requirements (CCPR), that establish standards and criteria for the entire County Mental Health System, including Medi-Cal services, Mental Health Services Act (MHSA), and Realignment as part of working toward achieving cultural and linguistic competence. The CCPR standards and criteria as cited in California Code of Regulations, Title, 9, Section 1810.410, are applicable to organizations/agencies that provide mental health services via Medi-Cal, Mental Health Services Act (MHSA), and/or Realignment.

- I. PATIENTS' RIGHTS: Patients' Rights shall be in compliance with Welfare and Institutions Code Division 5, Section 5325 et seq.; and California Code of Regulations, Title 9, Section 862 et seq and Title 42, Code of Federal Regulations (CFR), Section 438.100.
 - J. HOURS OF OPERATION: Pursuant to Title 42 CFR, Section 438.206 (c)(1)(ii) if Contractor also serves individuals who are not Medi-Cal beneficiaries, the Contractor shall require that the hours of operation during which the Contractor offers services to Medi-Cal beneficiaries are no less than and comparable to the hours of operation during which the Contractor offers services to non-Medi-Cal beneficiaries.
 - K. WRITTEN MATERIALS: Contractor shall ensure that all written materials it provides or is otherwise required to make available to the client, including, but not limited to, all documents requiring signature or authorization of the client, shall be in a minimum of 12 point font, and a minimum of 18 point font for written materials required to be in large print, including but not limited to any Contractor Brochures, Consent to Treatment, Treatment Plans, etc.
3. **42 C.F.R. Laws and Regulations**: Managed care organization (MCO) Prepaid inpatient health plan (PIHP) Prepaid ambulatory health plan (PAHP)

To the extent Contractor is a Managed Care Organization (MCO), a Prepaid Inpatient Health Plan (PIHP), a Prepaid Ambulatory Health Plan (PAHP), Primary Care Manager (PCCM), a Primary Care Case Manager (PCCM) or a Medi-Cal Services Provider, Contractor shall comply with, and report to County any violation of or non-compliance with, the following requirements and restrictions:

- A. DEBARRED, SUSPENDED, CONTRACTORS: Pursuant to 42 C.F.R. § 438.610, Contractor shall not knowingly have a relationship with the following:
 - a.1 An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.
 - a.2 An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section.
- B. EMPLOYING/CONTRACTING WITH PROVIDERS WHO ARE EXCLUDED: Pursuant to 42 C.F.R. § 438.214(d), Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, or 1156 of the Social Security Act. FFP is not available for amounts expended for providers excluded by Medicare, Medicaid, or the State Children's Health Insurance Program, except for emergency services.

The types of relationships prohibited by this section, are as follows:

- (a) A director, officer, or partner of the Contractor.
- (b) A subcontractor of the Contractor, as governed by 42 CFR §438.230.
- (c) A person with beneficial ownership of 5 percent or more of the Contractor's equity.
- (d) A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract.

- (e) The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services).

If the County finds that Contractor is not in compliance, the County:

- (a) Shall notify the Secretary of State of the noncompliance; and
- (b) May continue an existing Contract with Contractor unless the Secretary directs otherwise, which shall serve as a basis to immediately terminate this Contract; or
- (c) May not renew or otherwise extend the duration of an existing Contract with Contractor unless the Secretary provides to the State and to Congress a written statement describing compelling reasons that exist for renewing or extending the Contract despite the prohibited affiliations.
- (d) Nothing in this section shall be construed to limit or otherwise affect any remedies available to the U.S. under sections 1128, 1128A or 1128B of the Act.

Unless specifically prohibited by this contract or by federal or state law, Contractor may delegate duties and obligations of Contractor under this contract to subcontracting entities if Contractor determines that the subcontracting entities selected are able to perform the delegated duties in an adequate manner in compliance with the requirements of this contract.

Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the County, notwithstanding any relationship(s) that the Mental Health Plan may have with any subcontractor.

- C. RECOVERY OF OVERPAYMENTS: Contractor is responsible for the refund of any overpayments and shall notify County **within 30 calendar days** when it has identified payments in excess of amounts specified for reimbursement of Medicaid services authorized under this Contract.

County shall maintain the right to suspend payments to Contractor when County determines there is a credible allegation of fraud.

Contractor shall comply with the County's retention policies for the treatment of recoveries of all overpayments from the Contractor, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse.

- D. REASONABLE ACCESS & ACCOMMODATIONS: Contractor shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for Medicaid enrollees with physical or mental disabilities. [42 CFR 438.206(c)(3).

- E. BENEFICIARY'S RIGHTS: Contractor shall inform Medi-Cal Beneficiaries of their following rights:

- Beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 CFR 438.400 through 42 CFR 438.424.
- The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.
- The availability of assistance to the beneficiary with filing grievances and appeals.

- The beneficiary's right to request a State fair hearing after the Contractor has made a determination on an enrollee's appeal, which is adverse to the beneficiary.
- The beneficiary's right to request continuation of benefits that the Contractor seeks to reduce or terminate during an appeal or state fair hearing filing, if filed within the allowable timeframes, although the beneficiary may be liable for the cost of any continued benefits while the appeal or state fair hearing is pending if the final decision is adverse to the beneficiary.

F. EXCLUSION LISTS AND STATUS: Contractor and any person with an ownership or control interest or who is an agent or managing employee of Contractor agrees to routine federal and state database checks pursuant to 42 C.F.R. 455.436 to confirm Contractor's identity and determining Contractor's exclusion status.

Consistent with the requirements of 42 C.F.R. §455.436, the Contractor must confirm the identify and determine the exclusion status of all providers (employees and network providers) and any subcontractor, as well as any person with an ownership or control interest, or who is an agent of managing employee of the of the Mental Health Plan through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), as well as the Department's Medi-Cal Suspended and Ineligible Provider List (S & I List).

If the Contractor finds that a party is excluded, it must promptly notify the County and take action consistent with 42 C.F.R. §438.610(c). The Contractor shall not certify or pay any provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

G. SERVICE VERIFICATIONS: Pursuant to 42 C.F.R. § 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by enrollees and the application of such verification processes on a regular basis.

EXHIBIT "E"

SCHEDULE OF HIPAA PROVISIONS FOR BUSINESS ASSOCIATES

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Contractor acknowledges that it is a "Business Associate" for purposes of this contract and of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and The Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) per 45 CFR §160.103 and therefore is directly subject to the HIPAA Security Rule, Privacy Rule and Enforcement Rule, including its civil and criminal penalties and shall implement its standards.

Regarding the Use and Disclosure of Protected Health Information:

1. Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information (PHI) to perform functions, activities, or services for, or on behalf of, County as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by County and is in accordance with the "minimum necessary" policies and procedures of the County (see NCPP 200 – Use and Disclosure Policy).
2. Except as otherwise limited in this Agreement, Contractor may use Protected Health Information (PHI) for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor provided that the disclosure is required by law or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which Contractor disclosed it to the person. And, Contractor shall also ensure that the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Contractor shall not use or further disclose the PHI it creates, receives, maintains or transmits on behalf of the County for any purpose other than as permitted or required by this agreement or as required by law.
4. Contractor shall make available PHI to the individual for which it pertains in accordance to applicable law including 45 CFR §164.524
5. Contractor shall make available PHI for amendment and incorporate any amendments to PHI records in accordance with 45 CFR §164.526.
6. Contractor shall track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or COUNTY in accordance with 45 CFR §164.528.
7. To the extent the Contractor is to carry out County's obligations under the Privacy Rule, Contractor agrees to comply with the requirements of the Privacy Rule that apply to County in the performance of such obligations.

Contractor agrees to:

8. Protect the privacy and provide for the security of Protected Health Information (PHI) and electronic Protected Health Information (ePHI) created, received, maintained or transmitted by Contractor pursuant to this agreement in accordance with HIPAA, HITECH and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws.
9. Develop and maintain a written information privacy and security program that includes administrative, physical and technical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
10. Comply with County policies and procedures related to obtaining, using, disclosing, creating, maintaining and transmitting PHI and ePHI as it relates to this agreement.
11. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor's workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this agreement; and discipline such employees who intentionally violate any provisions of this agreement, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this contract and made available to County for inspection if requested.
12. Ensure that any subcontractors or agents agree to comply with the same restrictions, conditions and terms that apply to the Contractor with respect to this agreement and with applicable requirements of HIPAA and HITECH by entering into a written contract including permissible uses and disclosures and provisions where the subcontractor or agent agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this agreement.
13. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system and includes breaches of unsecured protected health information as required by 45 CFR §164.410. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to the Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of the Contractor, or who should reasonably have known such unauthorized activities occurred.
14. Contractor will comply with all applicable breach notification requirements including notifications to the individual/s whose PHI is the subject of a breach, as provided under the HIPAA and HITECH Acts. Contractor shall take prompt corrective action to cure any breach or action pertaining to the unauthorized disclosure of PHI or ePHI.
15. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of County available to the County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and

- its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).
16. Contractor agrees that this agreement may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this agreement is consistent therewith.
 17. Contractor acknowledges that a violation of the terms of this exhibit would constitute a material breach of this agreement.
 18. At termination of this contract, if feasible, Contractor agrees to return or destroy all protected health information received from, or created or received by the Contractor on behalf of County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

CRISIS INTERVENTION SERVICES dba SIERRA COMMUNITY HOUSE

Provision of comprehensive specialty mental health treatment services primarily targeted for emotionally disturbed youth.

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$116,295

Contract Start Date: 7/1/2021

Contract End Date: 6/30/2022

Liquidated Damages: N/A

INSURANCE POLICIES

FUNDING

Commercial General Liability (\$2,000,000)	1512-40104-493-1000 / 521520
Sexual Abuse or Molestation Liab (\$1,000,000)	1512-40110-493-1000 / 521520
Automobile Liability (\$1,000,000)	
Worker's Compensation (Statutory Limits)	
Professional Errors and Omissions (\$2,000,000)	

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

Nevada County Behavioral Health Department

Address: 950 Maidu Avenue
City, St, Zip Nevada City, California 95959
Attn: Jazmin Breaux
Email: Jazmin.Breaux@co.nevada.ca.us
Phone: (530) 582-7747

CONTRACTOR:

Crisis Intervention Services dba Sierra Community House

Address 948 Incline Way
City, St, Zip Incline Village, NV 89451
Attn: Paul Bancroft
Email: pbancroft@sierracommunityhouse.org
Phone: (775) 298-0162

Contractor is a (check all that apply):

Corporation: ☐ Calif. ☐ Other ☐ LLC

Non- Profit: ☐ Corp ☒ Yes

Partnership: ☐ Calif. ☐ Other, ☐ LLP ☐ Limited

Person: ☐ Individ. ☐ Dba ☐ Ass'n ☐ Other

EDD Worksheet Required

Yes ☐ No ☒

ATTACHMENTS

Exhibit A: Schedule of Services

Exhibit B: Schedule of Charges and Payments

Exhibit C: Insurance Requirements

Exhibit D: Behavioral Health Provisions

Exhibit E: Schedule of HIPAA Provisions