

**AGREEMENT BETWEEN COUNTY OF LAKE AND SUNRISE SPECIAL
SERVICES FOUNDATION FOR SUPPORTIVE EMPLOYMENT AND
SUPPORTIVE EDUCATION PROGRAM SERVICES
FOR FISCAL YEARS 2021-22, 2022-23, 2023-24, and 2024-25**

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as “County,” and Sunrise Special Services Foundation, hereinafter referred to as “Contractor,” collectively referred to as the “parties,”

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to County the services described in the “**Scope of Services**” attached hereto and incorporated herein as **Exhibit A** at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and **Exhibits A/B/C/D**, the Agreement shall prevail.

2. **TERM.** This Agreement shall commence on **May 1, 2022, and shall terminate on June 30, 2025, unless earlier terminated as hereinafter provided.** In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

3. **COMPENSATION.** Contractor has been selected by County to provide the services described hereunder in **Exhibit A**, titled, “**Scope of Services.**” **Compensation to Contractor shall not exceed Two Hundred Fifty-Seven Thousand, One Hundred Six Dollars and Fifty Cents (\$257,106.50).**

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in **Exhibit B**, titled “**Fiscal Provisions**” attached hereto and incorporated herein, provided that Contractor is not in default under any provisions of this agreement.

4. **TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by County upon sixty (60) days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

5. **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by the Lake County Behavioral Health Services Director.

6. **NOTICES.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

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County of Lake
Lake County Behavioral Health Services
PO Box 1024
6302 Thirteenth Avenue
Lucerne, CA 95458-1024
Attn: Elise Jones, MA
Deputy Director, Administration

Sunrise Special Services Foundation
PO Box 479
Upper Lake, CA 95485
Attn: Delores Farrell
Executive Director

sunrise.ssf@gmail.com

Elise.jones@lakecountyca.gov

7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Scope of Services
Exhibit B – Fiscal Provisions
Exhibit C – Compliance Provisions
Exhibit D – Business Associate Agreement

8. **TERMS AND CONDITIONS.** Contractor warrants and agrees that it shall comply with all terms and conditions of this Agreement including **Exhibit A, Exhibit B, Exhibit C**, titled, “**Compliance Provisions**,” and **Exhibit D**, titled, “**Business Associate Agreement**” attached hereto and incorporated herein in addition to all other applicable federal, state and local laws, regulations and policies.

9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

County and Contractor have executed this Agreement on the day and year first written above.

COUNTY OF LAKE

SUNRISE SPECIAL SERVICES FOUNDATION

Chair
Board of Supervisors
Date: _____

Delores Farrell
Delores Farrell (May 11, 2022 17:21 PDT)

Delores Farrell, Executive Director
Date: _____

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

ATTEST:
SUSAN PARKER, Interim CAO
Clerk to the Board of Supervisors

By: 
Date: 5-5-22

By: _____
Date: _____

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EXHIBIT A – SCOPE OF SERVICES

1. CONTRACTOR’S RESPONSIBILITIES. Contractor agrees to comply with all applicable Medi-Cal laws, regulations, including 1915(b) Waiver and any Special Terms and Conditions.

1.1 Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Lake and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County. Contractor and County shall comply with California Code of Regulations (CCR), Title 9, Section 18010.435, in the selection of providers and shall review for continued compliance with standards at least every three (3) years.

1.2 Contractor will observe and comply with all applicable Federal, State and local laws, ordinances and codes which relate to the services to be provided pursuant to this Agreement, including but not limited to the Deficit Reduction Act (DRA) of 2005, the Federal and State False Claims Acts, and the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 (HITECH Act); and the HIPAA Omnibus Final Rule.

1.4 Contractor will assure that each client has adequate information about the Contractor’s problem resolution processes by including information describing the grievance, appeal, and expedited appeal processes in the Contractor’s beneficiary booklet and providing the beneficiary booklet to beneficiaries. Contractor will post notices explaining grievance, appeal, and expedited appeal process procedures in locations at all Contractor provider sites. Notices shall be sufficient to ensure that the information is readily available to both clients and provider staff. The posted notice shall explain the availability of fair hearings after the exhaustion of an appeal or expedited appeal process, including information that a fair hearing may be requested whether or not the beneficiary has received a notice of action pursuant to CCR, Title 9, and Section 1850.210. A Contractor provider site means any office or facility owned or operated by the Contractor at which clients may obtain specialty mental health services.

1.5 Client’s rights shall be assured pursuant to California law and regulation, including but not limited to Welfare and Institutions Code 5325, Title 9, CCR, Sections 860 through 868 and Title 42, CFR, Section 438.100(b)(1) and, (b)(2). Included in these rights is the right of beneficiaries to participate in decisions regarding his or her health care, including the right to refuse potential treatment services.

1.6 Contractor agrees to extend to County or its designee, the right to review and monitor all records, programs or procedures, at any time in regards to clients, as well as the overall operation of Contractor’s programs in order to ensure compliance with the terms and conditions of this Agreement.

1.7 All expenses of copying records and other documents shall be borne by the party seeking to review those records and/or documents and charged at the rate of \$0.25 cents per page.

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- 1.8 Upon discovery of a reportable breach by Contractor, the Contractor must notify County within 24 hours of a suspected breach incident by submitting an incident report to the Behavioral Health Compliance Officer/Privacy Officer, and fulfill the mandated reporting requirements. Contractor will make his/her best efforts to preserve data integrity and the confidentiality of protected health information.
- 1.9 Upon termination of the Agreement all Protected Health Information provided by Lake County Behavioral Health Services to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- 1.10 Contractor will notify County about any change that may affect Contractor's eligibility and ability to provide services including, but not limited to, changes in licensing, certification, ownership and address.
- 1.11 County will assume responsibility for training and limited support on County EHR software for Contractor's medical professionals and related staff to insure accurate and correct billable services are being entered and to reduce incidents of unbillable or incorrect clinical services being entered in error.

2. REPORTING REQUIREMENTS. Contractor agrees to provide County with any reports which may be required by State or Federal agencies for compliance with this Agreement.

3. RECORDS RETENTION.

3.1 Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of ten (10) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

4. DESCRIPTION OF SERVICES.

4.1 Contractor in a competent and professional manner shall provide a Supportive Employment and Supportive Education Services Program for the LCBHS First Episode Psychosis Intervention (EPI) Program.

Contractor will utilize **Individual Placement and Support (IPS)**, an evidence-based vocational rehabilitation intervention for people with severe mental illness. IPS emphasizes client choice, rapid job finding, competitive employment, team-oriented approaches, benefits counseling, and ongoing supports. This model of Supported Employment (SE) is an evidence-based practice that leads to an increase in successful employment outcomes for people with serious mental illness.

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4.2 Program Deliverables Schedule

Goal: Establish a supportive employment and education services program for people aged 15-25 who are in the Early Psychosis Intervention (EPI+) Program.

Objective 1: By the end of year one, at least 26 participants in the EPI program will be receiving supportive education, employment, and transportation services from Lake County Office of Education (LCOE) School Counselors, LCOE Healthy Families program, Special Education, resources of Department of Rehabilitation contracts, creative workshops at the Lake County Arts Council, Tribal TANF and Sunrise Transportation.

- Activity 1: Interview and assess participants of EPI program and their parents/ guardian/ caregiver. Discuss strengths, challenges, and individual and family goals for the participant on supportive education and employment.
- Activity 2: Identify natural support systems, referrals for successful outcomes on challenges. Develop an action plan with participant and natural support i.e., parents/ guardians/ grandparent.
- Activity 3: Expose participants to creative outlets (jobs) that resonate with their strengths and dreams.
- Activity 4: Intense active support interventions as needed for 1st quarter to phase out intensity of support by the end of 6/9 months.
- Activity 5: Assess quarterly and modify interventions for participants to increasingly become self-motivated and **assess their readiness to engage in obtaining competitive employment.**

Objective 2: By the end of year one, at least 50% of Pathways participants who complete the program report a 20% improvement or more in mental health at the end of the intervention when compared to their baseline data gathered at the start of the program.

- Activity 1: Collaborate with LCBHS EPI+ team to identify assessment tool(s).
- Activity 2: Conduct a brief pre/post-**employment readiness assessment**. Compare the baseline (pre-survey) to the post-survey results.
- Activity 3: Program modifications made upon review and assessment of program activities and interventions.

Objective 3: By the end of year two, at least 50% of Pathways participants who complete the program intervention report at least 60% improvement of educational attainment and employment/ cottage industry skills when compared to their baseline data gathered at the start of the program.

- Activity 1: Conduct in the pre/post survey questions related to natural/cultural connections, healthy relationships. Compare the baseline (pre-survey) to the post-survey results.
- Activity 2: 80% of participants will report they were satisfied or extremely satisfied with the Pathways project at the end of the intervention.
- Activity 3: Post-survey will include satisfaction questions with close and open-ended questions. Will include a question about suggested program improvements.

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Objective 4: By the end of year three (3) an increase of at least an additional 20 participants identified as BIPOC will be enrolled in Pathways EPI program.

- Activity 1: Monthly outreach/ community presentations to BIPOC and families hard to reach/ engage.
- Activity 2: Quarterly presentations to key stakeholders of Pathways activities to include videos and experiences of youths/families (Promotores)
- Activity 3: Implement one 90-minute eight-week program at different locations every quarter for four quarters. Members of previous cohorts may be invited as an assistant to the facilitator or/ demonstrate/ teach cultural practices during the talk sessions.

Objective 5: By the end of year four (4), Pathways will have established a model for replication of supportive education and supportive employment as part of Lake County EPI program.

- Activity 1: By the end of year three, at least 60 BIPOC of the identified target population will have completed the Pathways program.
- Activity 2: At least 80% of Pathway participants will report they are satisfied with the program when they complete the program as measured by the post-survey.
- Activity 3: At least 20% of Pathway participants will be interviewed for a job by the end of year three.

4.3 Project Timeline

Recruit, hire and train Program Coordinator and Assistant/Driver	SSSF Director, SSSF Board Training Consultant	May 2022 to June 2022	Staff Hired Training Certification
Development of "Pathways" Policies, Procedures	Coordinator, Program Assistant, SSSF Director SSSF Evaluator	June - Sept 2022	Policies, Procedures in place. Approved by LCBHS-EPI Team
Coordination meetings with LCOE special ed staff, school counselors and Healthy Start for supportive education. Meetings with key stakeholders for inclusive, comprehensive community wide partnerships in supportive employment. MOA in place.	Coordinator, Program Assistant	July -Sept 2022 and Ongoing Quarterly meetings	MOA with Partners Approved by SSSF Board. Quarterly meeting recorded minutes.

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Establish Pathways: Open House and ongoing services.	Coordinator, Program Assistant and LCBHS-EPI Team	Nov to Dec 2022 and ongoing	Assessment of services by youths, parents/ families. Evaluations by LCBHS-EPI team, SSSF Director
Implementation of EPI partnerships for comprehensive services. Monthly meetings with EPI team and MDT as needed per client/ family.	Coordinator, Assistant, and LCBHS-EPI Team	Nov 2022 to Feb 2023 and ongoing	Outreach Materials, Client services documentation
Outreach/ Engagement with all sectors of the county to increase referrals and clients. Quarterly evaluation/ reports to partner agencies for modification as needed	Coordinator, Assistant/ Driver and EPI team	Nov 2022 and ongoing	Program database for performance measures and data. PR - radio show, press articles SSSF evaluator
Recruitment and referral systems for supportive employment to include cottage industry.	Coordinator, Assistant/ Driver, EPI Team Community and agency partners	Nov 2022 and ongoing	Program confidential data base of Pathways services
Monthly reports to LCBHS-EPI team. Quarterly presentations to LCBHS all staff, key community stakeholders and partners.	Coordinator, Assistant	Sept 2022 and ongoing monthly	Fiscal and project reports to LCBHS-EPI team, SSSF Board and key stakeholders..
Attendance, booths and presentations at local children and family focused events, tribal/ Latino and other communities ie elderly, faith based,etc.	Coordinator, Assistant / Driver	June 2023 and ongoing.	Sign-in sheets, videos of presentations and events. Newspaper and online articles linked to partners' social media.
Quarterly project meetings with LCBHS-EPI team, partner service providers for evaluation and modifications as needed. Seek sustainability grants.	Coordinator, Assistant, SSSF Director, SSSF Board and SSSF Evaluator	June 2023 and every quarter	Sign-in sheets, Agenda, Notes to reflect any changes, policy/ procedures in working agreements. Grant applications.

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4.4 Process for Review, Evaluation, and Outcomes Monitoring

The data collection will include quantitative data **including the number of participants attending and completing the program, the number of participants who were offered and attended job interview(s), the number of participants who were offered, accepted, and maintained employment, the number of participants who lost competitive employment.** Additionally qualitative data from participants will be reported annually which will be derived from a brief survey conducted at the end of the program. It will focus on education and employment and include satisfaction questions. Personal identifying information will not be collected in these surveys to ensure anonymity and to elicit honest responses. In addition, 60-minute interviews will be conducted with the EPI case manager and partner agencies. Questions related to participant engagement; program successes, challenges, needed improvements, and impacts; and success stories will be elicited. SSSF Evaluator, Lois Ritter, will lead this component of Pathways. Results of the quarterly evaluations will be disseminated at the quarterly meetings. Modifications for activities will be discussed to ensure quality services and individual success.

Potential risks, as with all mental health programs, is that a discussion can exacerbate a mental health problem. If this occurs, emergency services will be available as well as one-on-one counseling with a LCBHS licensed therapist. Culture has been shown to impact mental health in terms of help seeking behaviors and outcomes. Stigma; culturally-competent care; language; spirituality; how symptoms and feelings are presented, interpreted, and communicated; community and family support, and how one views their own issues are just a few examples. Culture impacts how people bond and relate to the therapist. This is because culture impacts terms and expression of their symptoms and routes to healing. Social factors related to culture effects the causation, expression, and healing. Pathways intends to address these barriers as well as increase cultural connections, which has been shown to improve mental health. Culturally competent care assists participants with feeling understood and their returning for continued services.

4.5 Contractor will provide monthly reporting on progress on stated outcomes and objectives in 4.2 and 4.3 above. This will include any barriers experienced, will include the number of individuals (unique count) who have obtained competitive employment, and current staffing levels. Contractor will attend regular meetings with the EPI+ team to review the shared caseload and strategize on ways to support clients. The following data points will be reported on:

- **Client ID**
- **Age**
- **Program Admit Date**
- **Date of Services**
- **# Applications submitted**
- **# Interviews Scheduled**
- **# Interviews Attended**
- **# Jobs Offered**
- **# Jobs Accepted**
- **# Length in current Job**

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EXHIBIT B – FISCAL PROVISIONS

1. CONTRACTOR'S FINANCIAL RECORDS. Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

2. INVOICES.

2.1 Contractor's invoices shall be submitted in arrears on a monthly basis, or such other time that is mutually agreed upon in writing, and shall be itemized and formatted to the satisfaction of the County.

2.2 Contractor's invoices shall be submitted electronically by email to LCBHS_Fiscal@Lakecountyca.gov.

2.3 Contractor shall bill County on or before the fifteenth (15th) working day of the month following the month in which specialty services were provided.

2.4 County shall make payment within 30 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Assistant Purchasing Agent.

2.5 County shall not be obligated to pay Contractor for services provided which are the subject of any bill if Contractor submits such bill to County more than thirty days (30) after the date Contractor provides the services, or more than thirty (30) days after this Agreement terminates, whichever is earlier.

2.6 Contractor and County shall each appoint one responsible representative for the purpose of resolving any billing questions or disputes which may arise during the term of this Agreement. Should such issues arise, County shall still be obligated to pay Contractor on a timely basis for those amounts and/or services which are not in dispute or with respect to which there are no questions. Questioned amounts, once adjusted (if necessary) as agreed by the two representatives, shall be paid to Contractor immediately after the Agreement is reached by the two representatives.

3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS.

3.1 Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor's Annual Independent Audit Report, if applicable.

3.2 County may conduct periodic audits of Contractor's financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

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4. PAYMENT TERMS. County shall reimburse Contractor for services provided per the schedule below:

4.1

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	TOTALS
1.0 FTE Program Coordinator	\$7,974.00	\$47,840.00	\$47,840.00	\$47,840.00	\$151,494.00
0.5 FTE Outreach Support Staff	\$1,474.00	\$8,840.00	\$8,840.00	\$8,840.00	\$27,994.00
Fringe Benefits	\$819.00	\$9,828.00	\$9,828.00	\$9,828.00	\$30,303.00
Mileage	\$715.00	\$4,290.00	\$4,290.00	\$4,290.00	\$13,585.00
Supplies	\$417.00	\$2,507.00	\$2,507.00	\$2,507.00	\$7,938.00
IDC @ 10%	\$1,357.50	\$8,145.00	\$8,145.00	\$8,145.00	\$25,792.50
TOTALS	\$12,756.50	\$81,450.00	\$81,450.00	\$81,450.00	\$257,106.50

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EXHIBIT C – COMPLIANCE PROVISIONS

- 1. INFORMATION INTEGRITY AND SECURITY.** Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Agreement.
- 2. NON-DISCRIMINATION.** Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.
- 3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.**
 - 3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and
 - D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.
 - 3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
- 4. AGREEMENTS IN EXCESS OF \$100,000.** Contractor shall comply with all applicable orders or requirements issued under the following laws:
 - 4.1 Clean Air Act, as amended (42 USC 1857).
 - 4.2 Clean Water Act, as amended (33 USC 1368).
 - 4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
 - 4.4 Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).
- 5. INDEMNIFICATION AND HOLD HARMLESS.** Contractor shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including

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properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

6. **STANDARD OF CARE.** Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

7. **INTEREST OF CONTRACTOR.** Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. **DUE PERFORMANCE – DEFAULT.** Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

9. **INSURANCE.**

9.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

9.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

9.4 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

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9.5 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor shall provide County certificates of insurance within 30 days of date of execution of the Agreement. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

9.6 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

9.7 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

9.8 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

9.9 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

9.10 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

10. ATTORNEY'S FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

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11. **ASSIGNMENT.** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

12. **INDEPENDENT CONTRACTOR.** It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result agreed for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

13. **OWNERSHIP OF DOCUMENTS.** All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County. In the event of the termination of this Agreement for any reason whatsoever, Contractor shall promptly turn over all said reports, drawings, renderings, information, and/or other documents or materials to County without exception or reservation.

14. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

15. **ADHERENCE TO APPLICABLE DISABILITY LAW.** Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

16. **HIPAA COMPLIANCE.** Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

17. **SAFETY RESPONSIBILITIES.** Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

18. **JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

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19. **RESIDENCY.** All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.
20. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.
21. **UNUSUAL OCCURRENCE REPORTING.** Contractor is required to have procedures for reporting unusual occurrences relating to health and safety issues. Contractor shall report to County any unusual events, accidents, or injuries requiring medical treatment for clients, staff, or members of the community. An unusual occurrence shall be reported to the County in writing (or electronic mail) as soon as possible but no later than three (3) working days of the Contractor's knowledge of the event. An unusual occurrence is subject to investigation by Lake County Behavioral Health Services; and upon a request, a copy of the County's investigation shall be made available to the State Department of Behavioral Health, which may subsequently conduct its own investigation.
22. **OVERSIGHT.** Lake County Behavioral Health Services shall conduct oversight and impose sanctions on the Contractor for violations of the terms of this Agreement, and applicable federal and state law and regulations, in accordance with Welfare & Institutions Code 14712(3) and CCR, Title 9, Section 1810.380 and 1810.385. Remedies in instances where the State Department of Health Care Services or the County Mental Health Plan determine the subcontractor has not performed satisfactorily and right to audit will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later.
24. **NON-APPROPRIATION.** In the event County is unable to obtain funding at the end of each fiscal year for specialty mental health services required during the next fiscal year, County shall have the right to terminate this Agreement, without incurring any damages or penalties, and shall not be obligated to continue performance under this Agreement. To the extent any remedy in this Agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to County, Contractor hereby expressly and irrevocably waives its right to such remedy.

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EXHIBIT D - BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is entered into effective September 1, 2021 (the "Effective Date"), by and between Trilogy Integrated Resources ("Business Associate") and Lake County Behavioral Health Services (the "Covered Entity").

Business Associate and Covered Entity have a business relationship (the "Relationship" or the "Agreement") in which Business Associate may perform functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information received from, or created or received by, Business Associate on behalf of Covered Entity ("PHI"). Therefore, if Business Associate is functioning as a business associate to Covered Entity, Business Associate agrees to the following terms and conditions set forth in this HIPAA Business Associate Agreement.

1. **Definitions.** For purposes of this Agreement, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996, and any amendments or implementing regulations ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), and any amendments or implementing regulations ("HITECH"). Additionally, for this agreement, Protected Health Information (PHI) includes electronic Protected Health Information (ePHI); Personally Identifiable Information (PII); and Personal Information (PI).
2. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the relevant effective dates, Business Associate shall comply with its obligations under this Agreement and with all obligations of a business associate under HIPAA, HITECH and other related laws, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place.
3. **Permissible Use and Disclosure of Protected Health Information.** Business Associate may use and disclose PHI to carry out its duties to Covered Entity pursuant to the terms of the Relationship. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
4. **Limitations on Uses and Disclosures of PHI.** Business Associate shall not, and shall ensure that its directors, officers, employees, and agents do not, use or disclose PHI in any manner that is not permitted or required by the Relationship, this Agreement, or required by law. All uses and disclosures of, and requests by Business Associate, for PHI are subject to the minimum necessary rule of the Privacy Standards and shall be limited to the information contained in a limited data set, to the extent practical, unless additional information is needed to accomplish the

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intended purpose, or as otherwise permitted in accordance with Section 13405(b) of HITECH and any implementing regulations.

5. **Required Safeguards To Protect PHI.** Business Associate agrees that it will implement appropriate safeguards in accordance with the Privacy Standards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement.
6. **Reporting of Improper Use and Disclosures of PHI.** Business Associate shall report within 24 business hours to Covered Entity a use or disclosure of PHI not provided for in this Agreement by Business Associate, its officers, directors, employees, or agents, or by a third party to whom Business Associate disclosed PHI. Business Associate shall also report within 24 business hours to Covered Entity a breach of unsecured PHI, in accordance with 45 C.F.R. §§ 164.400-414, and any security incident of which it becomes aware. Report should be made to:

Compliance Officer
Lake County Behavioral Health Services 1-877-610-2355

7. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements. Business Associate shall cooperate with Covered Entity's breach notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.
8. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any agent or subcontractor of Business Associate that will have access to PHI. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Agreement with respect to such PHI.
9. **Access to Information.** Within five (5) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. § 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
10. **Availability of PHI for Amendment.** Within five (5) days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
11. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a

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request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

12. **Accounting of Disclosures.** Within five (5) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an electronic health record maintained or hosted by Business Associate on behalf of Covered Entity, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) days forward such request to Covered Entity.
13. **Electronic PHI.** To the extent that Business Associate creates, receives, maintains or transmits electronic PHI on behalf of Covered Entity, Business Associate shall:
 - a. Comply with 45 C.F.R. §§164.308, 301, 312, and 316 in the same manner as such sections apply to Covered Entity, pursuant to Section 13401(a) of HITECH, and otherwise implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI; and
 - b. Ensure that any agent to whom Business Associate provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and
 - c. Report to Covered Entity any security incident of which Business Associate becomes aware.
14. **Judicial and Administrative Proceedings.** In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Covered Entity shall have the right to control Business Associate's response to such request. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) days of receipt of such request.
15. **Availability of Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure and privacy protection of PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity, the State of California, and the Secretary of the Department of Health and Human Services, in the time and manner designated by the Covered Entity, State or Secretary, for purposes of determining Covered Entity's compliance with the Privacy Standards. Business Associate shall notify the Covered Entity upon receipt of such a request for access by the State or Secretary, and shall provide the Covered Entity with a copy of the request as well as a copy of all materials disclosed.
16. **Breach of Contract by Business Associate.** In addition to any other rights Covered Entity may have in the Relationship, this Agreement or by operation of law or in equity, Covered Entity may

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i) immediately terminate the Relationship if Covered Entity determines that Business Associate has violated a material term of this Agreement, or ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's option to have cured a breach of this Agreement shall not be construed as a waiver of any other rights Covered Entity has in the Relationship, this Agreement or by operation of law or in equity.

17. **Effect of Termination of Relationship.** Upon the termination of the Relationship or this Agreement for any reason, Business Associate shall return to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system, unless said information has been de-identified and is no longer PHI. This provision shall apply to PHI that is in the possession of Business Associates or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Agreement, even after termination of the Relationship or the Agreement, until such time as all PHI has been returned, de-identified or otherwise destroyed as provided in this Section.
18. **Injunctive Relief. Business Associate** stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Agreement would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
19. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate of its obligations under this Agreement.
20. **Exclusion from Limitation of Liability.** To the extent that Business Associate has limited its liability under the terms of the Relationship, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations relating to the use and disclosure of PHI.
21. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate by Covered Entity.
22. **Third Party Rights.** The terms of this Agreement do not grant any rights to any parties other than Business Associate and Covered Entity.
23. **Independent Contractor Status.** For the purposed of this Agreement, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.
24. **Changes in the Law.** The parties shall amend this Agreement to conform to any new or revised legislation, rules and regulations to which Covered Entity is subject now or In the future

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including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards or Transactions Standards.

IN WITNESS WHEREOF, each Party hereby executes this Agreement as of the Effective Date.

By: _____
Todd Metcalf, MPA
Lake County Behavioral Health Services

By: _____
Delores Farrell
Executive Director