

COUNTY OF SONOMA
AGREEMENT FOR SERVICES

This agreement (“Agreement”), dated as of _____, 2024 (“Effective Date”), is by and between the County of Sonoma, a political subdivision of the State of California, (hereinafter “County”) and Mission Consulting, LLC (hereinafter “Contractor”).

RECITALS

WHEREAS, Contractor represents that it is duly qualified to conduct a comprehensive capacity assessment of County Department of Health Services, Behavioral Health Division’s Mental Health Services Act (BHSA) funded programs, and help with the implementation of Behavioral Health Services Act; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to use the services of Contractor for those services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services

1.1. Contractor’s Specified Services

Contractor shall perform the services described in Exhibit A (Scope of Work), attached hereto and incorporated herein by this reference (hereinafter “Exhibit A”), within the times or by the dates provided for in Exhibit A and pursuant to Article 7 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

Cooperation with County

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3. Performance Standard

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor’s profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state, and local laws and regulations, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release. If County determines that any of Contractor’s work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4 (Termination); or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.5. Contract Exhibits

This Agreement includes the following exhibits, which are hereby incorporated by reference as though fully set forth herein. In the event of a conflict between the terms in the body of this Agreement and any of the following exhibits, the terms in the body of this Agreement shall control.

Exhibit A. Scope of Work

Exhibit B. Payment Terms and Conditions

Exhibit C. Insurance Requirements

Exhibit F. California Department of Health Care Services Specialty Mental Health Services Act Contract Special Terms and Conditions

2. Payment

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

2.1. Payment for Services

In full consideration of Contractor's satisfactory performance in providing services detailed in Exhibit A, Contractor shall be paid in accordance with the terms and conditions set forth in Exhibit B (Payment Terms and Conditions), attached hereto and incorporated by this reference.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by County for services performed. Expenses not expressly authorized by the Agreement shall not be reimbursed. Payments shall be made only upon the satisfactory completion of the services and review of invoices for completeness as determined by County. In the event of a conflict between the body of this Agreement and Exhibit B (Budget), the provisions in the body of this Agreement shall control.

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of \$300,000, including \$150,000 for FY 24-25 and \$150,000 for FY 25-26 under the terms and conditions of this Agreement.

2.3. California Franchise Tax Withhold

Pursuant to California Revenue and Taxation Code (R&TC) Section 18662, County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this Agreement for payment and reporting to the California Franchise Tax Board if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or partnership with a permanent place of business in California, (3) a corporation/LLC or partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed California Form 587 be provided by Contractor in order for payments to be made. If Contractor is qualified, then County requires a completed California Form 590. California Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Contractor agrees to promptly notify County of any changes in the facts. Forms should be sent to County pursuant to Article 12 (Method and Place of Giving Notice, Submitting Bills, and Making Payments). To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

2.4. Disallowance of Payment

In the event that Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County, State of California, or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or at its option, County may offset the amount disallowed from any payment due or that becomes due to Contractor under this Agreement or any other agreement.

2.5. Overpayment

If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County, or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

2.6. Budget Line Amendments

County Department of Health Services Director is authorized to approve and execute a "Budget Revision Form," which revises program funds in the line items set forth in the Program Budget Summary, so long as changes do not result in an increase in County's maximum payment obligation as set forth in Article 2 (Payment) of this Agreement.

2.7. Federal Funding

This Section 2.7 is applicable if all or part of this Agreement will be paid with federal awards.

2.7.1. Required Information.

As a pass-through entity, County is required to provide certain information regarding federal award(s) to Contractor as a subrecipient. In signing this Agreement, Contractor acknowledges receipt of the following information regarding federal award(s) that will be used to pay this Agreement:

CFDA Number:
CFDA Title:
Federal Agency:
Award Name:
Federal Award(s) Amount:
Unique Entity ID (UEI)/DUNS Number:

2.7.2. Title 2 Code of Federal Regulations Part 200.

As a subrecipient of federal awards, Contractor is subject to the provisions of Title 2 Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (hereinafter “2 CFR Part 200”). In signing this Agreement, Contractor acknowledges that it understands and will comply with the provisions of 2 CFR Part 200. One provision of 2 CFR Part 200 requires a subrecipient that expends \$750,000 in federal awards during its fiscal year to have an audit performed in accordance with 2 CFR Part 200. If such an audit is required, Contractor agrees to provide County with a copy of the audit report within 9 months of Contractor’s fiscal year-end. Questions regarding 2 CFR Part 200 can be directed to County’s Auditor-Controller-Treasurer-Tax Collector’s Office – General Accounting Division.

2.7.3. Audits

Contractor agrees that all expenditures of state and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, state agencies, and/or federal agencies. Contractor warrants that it shall comply with the audit requirements as set forth in 2 CFR Part 200. County agrees to provide 14-days’ notice of intent of County to audit Contractor. Contractors subject to the Single Audit Act of 1984 and Single Audit Act Amendments of 1996 shall annually submit an independent audit conforming to 2 CFR Part 200, which applies to non-profit organizations.

2.7.4. Copy of Audit

Contractor agrees that a copy of audits performed shall be submitted to County no later than 30 days after completion of the audit report, or no later than 9 months after the end of Contractor’s fiscal year, whichever comes first. Contractor’s agreement(s) with audit firms shall have a clause to permit access by County, state agencies, and/or federal agencies to the working papers of the external independent auditor.

2.7.5. Retention of Audit Report

Contractor agrees that audit reports and work papers shall be retained for a minimum of 10 years from the date of the audit report, unless the auditor is notified in writing by County, a state agency, and/or a federal agency to extend the retention period.

2.7.6. Repayment

Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, state agencies, and/or federal agencies related to services provided by Contractor under this Agreement. Unallowable costs that have been claimed and reimbursed will be refunded to the program that reimbursed the unallowable costs either by cash refund or by offset to subsequent claims.

3. Term of Agreement

The term of this Agreement shall be from November 1, 2024 to June 30, 2026 unless terminated earlier in accordance with the provisions of Article 4 (Termination).

4. Termination

4.1. Termination Without Cause

Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days' advance written notice to Contractor.

4.2. Termination for Cause

Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3. Delivery of Work Product and Final Payment Upon Termination

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement, and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4. Payment Upon Termination

Upon termination of this Agreement by County, Contractor shall be entitled to receive, as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2 (Termination for Cause), County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5. Authority to Terminate

The Board of Supervisors has the authority to terminate this Agreement on behalf of County. In addition, the Purchasing Agent or Department of Health Services' Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of County.

4.6. Obligations After Termination

The following shall remain in full force and effect after termination of this Agreement: (1) Section 2.7 (Federal Funding), (2) Article 5 (Indemnification), (3) Section 9.4 (Records Maintenance), (4) Section 9.4.1 (Right to Audit, Inspect, and Copy Records), (5) Section 9.7 (Confidentiality), and (6) Section 13.5 (Applicable Law and Forum).

4.7. Change in Funding

Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state and/or federal agency and/or other funder(s) reduces, withholds, or terminates funding which County anticipated using to pay Contractor for services provided under this Agreement, or (2) County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Article apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described in Exhibit C (Insurance Requirements), which is attached hereto and incorporated herein by this reference (hereinafter "Exhibit C").

7. Prosecution of Work

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God, or by strike, lockout, or similar labor

disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor

9.1. Standard of Care

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2. Status of Contractor

The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits that County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4 (Termination), Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. Taxes

Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state and federal income and FICA taxes.

Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.4. Records Maintenance

Contractor shall keep and maintain full and complete documentation and accounting records concerning all services provided under this Agreement. Records shall include all medical records, accounting records, and administrative records related to services provided hereunder. Contractor agrees to preserve and maintain such records for a period of at least 10 years following the close of County and state fiscal year in which the services were provided. If an audit has been started, records must be retained until completion and final resolution of any and all issues that might arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.

9.4.1. Right to Audit, Inspect, and Copy Records

Contractor agrees to permit County and any authorized state or federal agency to audit, inspect, and copy all records, notes, and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, monitoring the accessibility and appropriateness of services, and ensuring fiscal accountability. DHCS, the California Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States, are authorized agencies with the right to inspect and copy Contractor's records. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above-noted documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit County or governmental or accrediting agencies to access patient medical records.

Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to the Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative of County, state, or federal agency, Contractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records.

Contractor agrees to comply with all requests for information from the County necessary to fulfill the County's reporting obligations. This includes providing any reports prepared by the Contractor or its subcontractors, consultants, and agents, as well as any data or documentation required by the County. All information must be provided in a timely and accurate manner to ensure compliance with applicable reporting requirements.

9.5. Conflict of Interest

Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to

complete and file a “Statement of Economic Interest” with County disclosing Contractor’s or such other person’s financial interests.

9.6. Statutory Compliance/Living Wage Ordinance

Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended, or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.7. Confidentiality

Contractor agrees to maintain the confidentiality of all patient medical records and client information in accordance with all applicable state and federal laws and regulations, including the requirement to implement reasonable and appropriate administrative, physical and technical safeguards to protect all confidential information. This Section 9.7 shall survive termination of this Agreement.

9.8. Nondiscrimination

Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County’s Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference, including but not limited to the California Fair Employment and Housing Act. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement. (Cal. Code Regs., Title 2, section 11105.)

9.9. AIDS Discrimination

Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10. Assignment of Rights

Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, and right to ideas in and to all versions of the plans and specifications, if any, now or later, prepared by Contractor in connection with this Agreement.

Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another party to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11. Ownership and Disclosure of Work Product

All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents which have not already been provided to County in such form or format as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12. Authority

The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

9.13. Charitable Choice/Faith-Based Organizations

Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (i) the funds are made available on an equal basis for programs or services affiliated with non-religious organizations; (ii) the program funded does not have the substantial effect of supporting religious activities; (iii) the funding is indirect, remote, or incidental to the religious purpose of the organization.

Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization that (i) has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (ii) will use the funds for a religious purpose; (iii) will use the funds for a program or service that subjects its participants to religious education.

Contractor agrees and acknowledges that all recipients of funding from County must (i) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, Section 8 and Article XVI, Section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (ii) segregate such funding from all funding used for religious purposes.

9.14. Sanctioned Employee or Subcontractor

Contractor agrees that it shall not employ in any capacity, retain as a subcontractor in any capacity, or use as a volunteer any individual or entity whose service is directly or indirectly, in whole or in part, payable by a Federal Healthcare Program (including Medicare and Medicaid) that is on any published federal or state lists regarding the sanctioning, suspension, or exclusion of individuals or entities. At a minimum, the Office of Inspector General List of Excluded Individuals/Entities (LEIE), California Department of Health Care Services Medi-Cal List of Suspended or Ineligible Providers (LSIP), and System for Award Management (SAM) must be checked prior to employment and monthly thereafter, and the Social Security Administration's Death Master File and National Plan and Provider Enumeration System (NPPES) must be checked prior to employment. In the event Contractor does employ such individual or entity, the Department of Health Services Compliance Officer must be notified immediately via Compliance Hotline 707-565-4999. Contractor agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on County by Federal Health Care Programs. Contractor shall not certify or pay any excluded subcontractor.

9.15. Compliance with County Policies and Procedures

Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder, including, but not limited to, County's policies and procedures, manuals, programs, and processes related to selection, retention, credentialing and recredentialing providers, utilization management, quality management, compliance, grievances, appeals, and expedited appeals, advanced directives, and administrative manual.

9.16. Lobbying

If any federal funds are to be used to pay for any services under this Agreement, Contractor shall fully comply with all certifications and disclosure requirements prescribed by Section 319 of the Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

9.17. Subcontractors

Contractor agrees that any employees or agents of Contractor that assist Contractor in the provision of services shall also satisfy the requirements of this Agreement. In this regard, Contractor understands and agrees that all obligations and prohibitions imposed on Contractor pursuant to this Agreement are equally applicable to each and every individual providing services through Contractor under this Agreement, and Contractor shall assure that such individuals agree to comply with such obligations and prohibitions.

9.18. Licensure and Staffing

Contractor warrants that it and all its employees and sub-contractors providing or supervising services under this Agreement have all necessary licenses, permits, and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules, and regulations. Contractor agrees to maintain said licenses, permits, and certificates in good standing for the duration of this Agreement. A copy of each such licenses, permits, and certificates shall be made available upon request, not to exceed three (3) business days after the initial request, for inspection, review, and/or audit by authorized representatives and designees of County, state, and/or federal governments during the term of this Agreement and for the

applicable records retention period. Failure to maintain said licenses, permits, and/or certificates in effect for the duration of this Agreement shall be deemed a material breach of this Agreement and constitutes grounds for immediate termination of this Agreement by County. Staff shall only function within the scope of practice as dictated by licensing boards/bodies. At all times during the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County a list of all persons by name, title, professional degree, and experience who are providing any services under this Agreement.

9.19. No Suspension or Debarment

Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs issued by the General Services Administration. If Contractor becomes debarred, Contractor has the obligation to inform County.

9.20. Access-ADA

Contractor will provide reasonable access and accommodation to persons with disabilities to the extent required under the American with Disabilities Act or any applicable state law.

10. Demand for Assurance

Each party to this Agreement undertakes the obligation that the other party's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other party may in writing demand adequate assurance of due performance, and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4 (Termination).

11. Assignment and Delegation

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other party, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills, and Making Payments

All notices, shall be submitted via Sonoma County Cloud or in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, shall be addressed as follows:

To County:	To Contractor:
Behavioral Health Director Behavioral Health Division Department of Health Services	Michael F. Hearn Mission Consulting, LLC 1610 R Street, Suite 300

County of Sonoma 2227 Capricorn Way, Suite 207 Santa Rosa CA 95407 707-565-4850	Sacramento CA 95811 916-446-5624 x700 mhearn@missionconsulting.com
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When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by facsimile or email, the notice, bill, or payment shall be deemed received upon transmission as long as: (1) the original copy of the notice, bill, or payment is promptly deposited in the U.S. Mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date); (2) the sender has a written confirmation of the facsimile transmission or email; and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 12.

13. Miscellaneous Provisions

13.1. No Waiver of Breach

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. Construction

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other party. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. Consent

Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4. 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 third parties.

13.5. Applicable Law and Forum

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the City of Santa Rosa or the forum nearest to the City of Santa Rosa in the County of Sonoma.

13.6. Captions

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7. Merger

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9. Time of Essence

Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterparts and Electronic Copies

The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:

Michael Hearn
Mission Consulting, LLC

Dated

COUNTY OF SONOMA:

Approved; Certificates of Insurance on File with County:

Jennifer Solito, Interim Director
Department of Health Services

Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Form:

Sonoma County Counsel

Dated

Approved as to Substance:

Privacy & Security Officer or Designee

Dated

Exhibit A. Scope of Work

I. Program/Project Overview

<p>Agency/Organization Name: Mission Consulting, LLC</p>	<p>Contact Person Information Michael Hearn, CEO 1610 R Street, Suite 300 Sacramento, CA 95811 916-446-5624 Email: info@missionconsulting.com</p>
<p>Program/Project Name: Behavioral Health Services Act Transition Support Services</p>	

II. Service Description

Mission Consulting, LLC will work with Sonoma County Department of Health Services (DHS) to support the County’s transition from the Mental Health Services Act (MHSA) to the newly enacted Behavioral Health Services Act (BHSA). Given the magnitude and extent of anticipated changes and the significant resource and expertise needs of the County, this Scope of Work is designed to allow Mission Consulting to work closely and collaboratively with Sonoma County DHS and its stakeholders from the critical early planning stages through the beginning of implementation. Also incorporated into this scope is the FY 2022-2025 Capacity Assessment Report, a narrative analysis of the mental health needs of county residents. Together, these services are essential to helping the County plan and make the changes needed to align with new BHSA requirements while best addressing the needs of the community and other stakeholders.

1. Project Initiation & Management

1.1. Kickoff Meeting, Scoping Interviews, Updated Work Plan

Mission Consulting will organize a kickoff meeting to align expectations and goals with the Department of Health Services (DHS). Scoping interviews will be conducted to gather insights from key personnel and develop a comprehensive understanding of project needs. An updated work plan will be created, outlining the timeline, roles, responsibilities, and deliverables for the project. The work plan will reflect key MHSA to BHSA transition considerations, ensuring that the project covers all relevant compliance and community-specific needs.

Deliverable: Updated Project Work Plan

1.2. Status Meetings and Reports

Regular status meetings with DHS and other stakeholders will ensure transparency and progress tracking. Mission Consulting will prepare monthly high-level status reports summarizing progress, key activities, risks, issues, and upcoming milestones.

Deliverable: Monthly Status Reports

1.3. Ongoing Project Management Activities

Mission Consulting will provide ongoing project management, including tracking progress against the work plan, risk management, and maintaining updated project management artifacts (e.g., schedules, risk logs, and issue trackers). These updated artifacts will be shared with stakeholders to ensure timely communication and project tracking.

Deliverable: Updated Project Management Artifacts

2. High-Level Gap Analysis

2.1. Current Environment

Mission Consulting will assess the current MHSA environment, including the services provided, stakeholders involved, and existing systems of care. This review will encompass regulatory requirements under MHSA and compare them with upcoming changes under BHSA.

2.2. Future Environment

Mission Consulting will analyze the new BHSA environment, focusing on regulatory requirements, changes in service models, and anticipated outcomes. This includes reviewing key aspects of the BHSA such as housing services, expanded behavioral health programs, and changes in funding allocations.

2.3. Identify Gaps, Required Activities, and Implementation Plan

By comparing the current and future environments, Mission Consulting will identify critical gaps in compliance, service delivery, and stakeholder engagement that must be addressed for the transition to BHSA. Mission Consulting will recommend specific actions to close these gaps and develop an implementation plan to ensure a smooth transition. The gap analysis will include elements specific to housing services, workforce development, and community engagement.

Deliverable: Gap Analysis Report

3. BHSA Transition Planning & Support

3.1. Support DHS in Managing and Performing Activities Supporting BHSA Transition

Mission Consulting will support DHS in prioritizing, managing, and executing tasks related to the BHSA transition based on the findings identified in Task 2. This includes detailed project planning, timeline management, and resource allocation.

The activities expected to be performed in support of this task include:

- *Research and Analysis of BHSA Requirements, Alternative Approaches, and Best Practices:* Mission Consulting will research BHSA-specific requirements, best practices from other counties and practitioners, and alternative approaches to ensure DHS adopts the most effective and compliant strategies.
- *Stakeholder Engagement:* Mission Consulting will facilitate engagement with a broad range of stakeholders, including county departments, vendors, service providers, and the public. This will ensure that all voices are considered during the transition process, and solutions are developed in a collaborative manner.
- *Strategic Advisory Services:* Strategic advisory services will be provided to guide DHS in making informed decisions regarding BHSA transition priorities, operational adjustments, and the integration of new services such as additional housing.
- *Facilitating and Documenting DHS Decision-Making:* Mission Consulting will document all decision-making processes related to the transition to BHSA. These

documents will include key decisions, rationales, and action steps, ensuring clarity and accountability during the project.

Deliverables: Project plans that specify key tasks, assignments, timeframes, and outputs; Activity-specific deliverables to be determined based on the results of Tasks 1 and 2.

3.2. Support DHS in Managing and Performing Select Activities for BHSA Implementation

Mission Consulting will provide targeted support for DHS in managing and performing specific activities during the BHSA implementation phase. These activities may include operational changes, new service rollouts (e.g., housing support), and adjusting to new funding models and regulatory requirements.

Deliverable: To be determined based on activities in Task 3.1

4. **BHSA Capacity Assessment**

4.1. Project Management

Mission Consulting will perform the tri-annual Capacity Assessment project, manage communication with internal and external stakeholders, and present findings to key committees. This will include coordination with DHS leadership and community partners to ensure alignment on assessment goals and outcomes. This comprehensive assessment of community mental health services and supports is a narrative analysis of the needs of unserved, underserved/ inappropriately served, and fully served county residents, as well as an identification of issues and current capacity to implement proposed solutions.

4.2. Launch and Discovery

Mission Consulting will conduct a discovery phase that includes reviewing existing data and documentation, interviewing key stakeholders, and mapping the current systems of care. These activities will establish a baseline for understanding the county's current capacity and ongoing readiness for BHSA implementation.

4.3. Data Collection and Analysis

Mission Consulting will design and execute data collection efforts, including developing tools for surveys, focus groups, and other data-gathering activities. The data will be analyzed to assess community needs, system gaps, and capacity requirements under BHSA. Initial findings will be shared with stakeholders for validation and feedback.

The analysis will include a list of community mental health issues resulting from lack of mental health services and supports, as identified through the Community Program Planning Process required by Section 3300. The list shall:

- Categorize the issues by age group, i.e, older adults, adults, transition age youth and children/youth.
- Identify issues that will be priorities in the CSS component of the Three-Year Program and Expenditure Plans.
- Describe the factors/criteria used to determine that the issue is a priority.

- Describe any racial/ethnic and gender disparities for each identified priority issue including, but not limited to:
 - Access to services,
 - Quality of care,
 - Access disparities of Native Americans, rancherias and/or reservations,
 - Disproportionate representation in the homeless population,
 - Disproportionate representation in the juvenile and/or criminal justice systems,
 - Disproportionate representation in foster care, and
 - Disproportionate representation in school achievement and drop-out rates.

4.4. Reporting and Dissemination

Based on Title 9 CCR § 3650 requirements, a draft Capacity Assessment report will be developed and shared with DHS and identified stakeholders for review. Feedback will be incorporated into the final report. Additionally, Mission Consulting will assist in the creation of a PowerPoint presentation to summarize findings for key stakeholders.

The report will include:

- The strengths and limitations of the County and service providers that impact their ability to meet the needs of racially and ethnically diverse populations. The evaluation shall include an assessment of bilingual proficiency in threshold languages.
- Percentages of diverse cultural, racial/ethnic and linguistic groups represented among direct service providers, as compared to percentage of the total population needing services and the total population being served.
- Identification of possible barriers to implementing the proposed programs/services and methods of addressing these barriers.
- A separate work plan for each proposed program/service. The work plan shall include, but not be limited to, a narrative description and summary of the program/service.

Deliverables: Draft Capacity Assessment (December 2025), Final Capacity Assessment and PowerPoint Presentation for Stakeholders (February 2026)

Summary of Deliverables

1. Work Plan
2. Monthly Status Reports
3. Updated Project Management Artifacts
4. Gap Analysis Report
5. Project Plans

6. Various activity-specific deliverables, agreed upon in Task 3.1
7. Draft Capacity Assessment
8. Final Capacity Assessment
9. PowerPoint Presentation for Stakeholder

Exhibit B. Payment Terms and Conditions**1. Monthly Invoicing and Payment:**

- a) The rate and terms of payment for all services provided under this Agreement shall be as set forth below. Any modification of the rate increase shall not be binding on County unless a written amendment to the Agreement is executed by the parties.
- b) Contractor shall submit monthly invoices in County invoice template no later than thirty (30) days after the last day of the month in which those services were provided or 30 days from the date of the contract execution, whichever is sooner. Contractor may submit an invoice for services immediately following the end of the period for which services are provided, but not before. Any invoice submitted prior to the end of the billing period will be returned to Contractor for resubmission. County shall not be obligated to pay Contractor for services which are the subject of any bill submitted more than thirty (30) days after the last day of the month in which those services were provided or more than thirty (30) days after the Agreement terminates, whichever is earlier.
- c) Notwithstanding the above, Contractor will make best efforts to submit invoices within ten (10) days of the end of the County fiscal year.
- d) Monthly invoice shall only include billing for the contract services actually performed in the manner described herein. Invoice shall include a description of the services provided.
- e) Total contract payments for the term shall not exceed the contract maximum.
- f) Contractor must include contract number on the invoice.
- g) All billing and payment invoices shall be submitted via email or to the following address:

Sonoma County Department of Health Services
Fiscal Department
Attention: Accounts Payable
1450 Neotomas Avenue, Suite 200
Santa Rosa, CA 95405
DHS.Fiscal@sonoma-county.org

2. Provider Problem Resolution

- a) Contractor concerns or complaints may be submitted to Provider Relations by phone (707) 565-4850, in person, or in writing by using the Provider Problem Resolution & Payment Appeal form. The completed form may be mailed to 2227 Capricorn Way, Suite 207, Santa Rosa, CA 95407-5419 or emailed to SCBHProviderRelation@sonoma-county.org.
- b) The Provider Problem Resolution & Payment Appeal form is available on the County Website at: <http://sonomacounty.ca.gov/Health/Behavioral-Health/Forms-and-Materials/>.

3. Implementation Support Budget

	Rate per Hour:	\$200	\$175	Project Total		FY 24-25		FY 25-26	
Task	Deliverables	Director	Consultant	Hours	Total Cost	Hours	Cost	Hours	Cost
1. Projection Initiation & Management		18	42	60	\$10,950	60	\$10,950	–	–
A. Kickoff meeting, Scoping interviews, detailed work	Workplan	4	4						
B. Status Meetings and Reports	Monthly Status	8	26						
C. Ongoing project management activities	Updated PM	6	12						
2. High-level GAP Analysis (15 %)		60	180	240	\$43,500	240	\$43,500	–	–
A. Current Environment		20	60						
B. Future Environment		20	60						
C. Identify Gaps, recommend activities, and implementation plan	Gap Analysis Report	20	60						
3. BHSA Transition Planning (52%)		150	722	872	\$156,350	412	\$73,650	460	\$82,700
A. Support DHS in managing and performing activities supporting BHSA transition. Activities expected to include: B. Research and analysis of BHSA requirements, alternative approaches, best practices.	Activity Project Plans TBD Based on Activities	120	562						

C. Stakeholder engagement D. Strategic Advisory service									
E. Support DHS in Managing and performing select activities in support of DHS implementation of BHSA	TBD Based on Activities	30	160						
4. Capacity Assessment (30%)		96	400	492	\$89,200	122	\$21,900	374	\$67,300
A. Project Management – Overseeing project; facilitating Steering Committee meetings, and internal and external communications.		6	50						
B. Launch and discovery – Data and documentation review, key informant interviews, system of care discussions, and system mapping.	Summary of Findings	30	125						
C. Data collection and analysis- Materials and tool development, focus groups, community survey, data analysis, and sharing of initial findings for validation and feedback.	Summary of Findings	30	125						

D. Reporting and dissemination – Develop draft and final Capacity Assessment reports and assist with presentation Board approval	Draft & Final Capacity Assessment	30	100						
Total Project:		324	1344	1668	\$300,000	834	\$150,000	834	\$150,000

Exhibit C. Insurance Requirements

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. ***Required Evidence of Insurance:*** Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000, it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

- d. **“County of Sonoma, its Officers, Agents, and Employees”** shall be endorsed as **additional insureds** for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. ***Required Evidence of Insurance***
 - i. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. ***Required Evidence of Insurance***: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000, it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. ***Required Evidence of Insurance***: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- b. The name and **address** for Additional Insured endorsements and Certificates of Insurance is:

County of Sonoma, its Officers, Agents, and Employees
Attn: DHS – Contract & Board Item Development Unit
1450 Neotomas Avenue, Suite 200
Santa Rosa CA 95405
Email: DHS-Contracting@sonoma-county.org

- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

**Exhibit F. California Department of Health Care Services
Mental Health Services Act Contract Special Terms and Conditions**

Contractor agrees to comply with all the requirements set forth in this Exhibit applicable to services provided for under the Agreement. Additionally, the Contractor agrees to comply with Mental Health Services Act (MHSA) and all applicable Title 9 MHSA regulations.

1. California Department of Health Care Services Performance Contract

Contractor agrees to comply with all applicable terms and conditions set forth in the California Department of Health Care Services (DHCS) Performance Contract with County, which is hereby incorporated by reference as though fully set forth herein. The MHSA Agreement is available on the Sonoma County Department of Health Services' website at:
<https://sonomacounty.ca.gov/Health/Behavioral-Health/Mental-Health-Services-Act/>

2. Subcontractors

Contractor shall ensure that its subcontractors shall comply with applicable provisions of this Agreement.

3. California Department of Health Care Services MHSUDS Bulletins, Information Notices, and Letters

Contractor agrees to comply with all applicable MHSUDS Bulletins, Information Notices, and Letters issued by DHCS, as they may be amended or promulgated from time to time during the term of this Agreement. MHSUDS Bulletins, Information Notices, and Letters can be found at the following DHCS website:
https://www.dhcs.ca.gov/formsandpubs/Pages/Behavioral_Health_Information_Notice.aspx

4. Compliance with State and County Corrective Action

When DHCS or County conducts a review, annual external quality review, or other monitoring activities that identify areas of non-compliance, Contractor agrees to comply with all required corrective actions applicable to Contractor as set forth in the state issued or County-issued report.

5. Licensure and Staffing

Contractor warrants that it and all its employees and subcontractors providing or supervising services under this Agreement have a National Provider Identifier (NPI) number as required by law and all necessary licenses, permits, registrations, and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules, and regulations. Contractor agrees to maintain said licenses, permits, registrations, certificates, and a NPI number in good standing for the duration of this Agreement.

A copy of each of such licenses, permits, registrations, certificates, and an NPI number shall be made available upon request, not to exceed three (3) business days after the initial request, for inspection, review, and/or audit by authorized representatives and designees of County, state, and/or federal governments during the term of this Agreement and for the applicable records retention period. Failure to maintain said licenses, permits, registrations, certificates, and/or an NPI number in effect for the duration of this Agreement shall be deemed a material breach of this Agreement and constitutes grounds for immediate termination of this Agreement by County.

Staff shall only function within the scope of practice as dictated by licensing boards/bodies. At all times during the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County a list of all persons by name, title, professional degree, and experience who are providing any services under this Agreement. Contractor shall immediately and no later than two business days notify County in writing of any termination, suspension, reduction, or restriction of any requisite license, permit, registration, certificate or NPI number held by Contractor or its subcontractor. In addition, Contractor shall immediately notify County of any changes in ownership or location, significant physical plant or major staffing changes, corporate structure changes, or any reduction or modification of contracted services.

6. Notification of Adverse Proceedings

Contractor shall immediately, and no later than two (2) business days, report to the County if Contractor or their employees, volunteers, interns, subcontractors, or providers retained in any capacity by Contractor are notified, have reason to know, or have reason to believe that they are under investigation by their licensing or certifying agency, are found to be in violation of any rules or regulation of their licensing or certifying agency, or are the subject of a disciplinary action. Contractor shall e-mail MHSA@sonoma-county.org when notification of adverse proceeding is required.

7. Certification and Continued Certification

The County must be notified immediately, and no later than one business day, in the event the Contractor's license, registration, certification, approval to operate their program or provide a covered service is revoked, suspended, modified, not renewed, or terminated as well as changes in ownership or location, significant physical plant or major staffing changes, corporate structure changes, or any reduction or modification of contracted services.

8. Cultural Competence Plan

Contractor shall comply with the provisions of the County's Cultural Competence Plan and participate in the County's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. Contractor shall use professional skills, behaviors, and attitudes in its system that ensures its system and clients being seen in the system, will work effectively in a cross-cultural environment. Contractor shall adopt effective measures to enforce compliance with the County's Cultural Competence Plan by its employees, subcontractors, and agents.

Within 90 calendar days of hire, and annually thereafter, Contractor, its employees, subcontractors and agents shall read the latest edition of the County's Cultural Competence Plan and complete any training provided by the Contractor or County.

Contractor shall maintain records providing signatures (either actual or electronic) from each employee, subcontractor, and agent stating that they read the Cultural Competence Plan, completed the related training and agree to abide by its contents.

The County's Cultural Competence Plan may be found here:
<http://sonomacounty.ca.gov/Health/behavioral-Health/public-reports/>

9. Quality Assurance

Contractor agrees to cooperate fully with program monitoring or other protocols that may be established by County to promote the provision of high quality, cost effective mental health care to clients.

10. MHSA Issue Resolution Process:

- a. The County of Sonoma Department of Health Services Behavioral Health Division (DHS-BHD) has an MHSA Issue Resolution Process for resolving issues related to:
 1. MHSA Community Program Planning (CPP) Processes (e.g., stakeholder involvement, required time frames, etc.)
 2. Appropriate use of MHSA funds (e.g., non-supplantation)
 3. Inconsistency between an approved MHSA Plan/Update and actual implementation
 4. Client access to MHSA programs
- b. The MHSA Coordinator will provide training to a Contractor designee(s) involved in the delivery of services on County's MHSA Issue Resolution policy and procedure to
- c. An individual may file an issue at any time by filling out the MHSA Issue Resolution Form and submitting it to the MHSA Coordinator.
- d. The MHSA Coordinator shall investigate the issue and may convene an issue resolution committee whose membership includes individuals representing diverse perspectives.
- e. The MHSA issue shall be forwarded to the DHS-BHD Division Management Team and the DHS-BHD Director for review.
- f. Upon completion of the investigation, the MHSA Coordinator shall issue a report to the DHS-BHD Senior Management Team which includes the DHS-BHD Director.
- g. The report shall include a description of the issue, a brief explanation of the investigation, the recommendation and the DHS-BHD's resolution of the issue.
- h. DHS-BHD Director will submit the report to the DHS Director and the Compliance Officer.
- i. For MHSA Issue Resolution Process form (in English and Spanish) go to:
<http://sonomacounty.ca.gov/Health/Behavioral-Health/Mental-Health-Services-Act/>
Email completed form to MHSA@sonoma-county.org or mail to the address below:

Physical Mail: Sonoma County Behavioral Health Plan Administration
ATTN: MHSA Coordinator
2227 Capricorn Way, Suite 207
Santa Rosa, CA 95407
Phone: 707-565-4909 MHSA Coordinator
Fax: 707-565-4892 ATTN: MHSA Coordinator

State regulations require the DHS-BHD MHSA Issue Resolution Process be exhausted before invoking the State level issue resolution processes through any of the following agencies: Mental

Health Oversight and Accountability Commission (MHSOAC), Department of Health Care Services (DHCS), or California Mental Health Planning Council (CMHPC).

11. Beneficiary Rights

In the provision of services under this Agreement Contractor agrees to comply with all applicable laws and regulations related to patients' rights, including but not limited to WIC 5325, CCR, Title 9, 862 through 868, and 42 CFR 438.100.

12. Beneficiary Problem Resolution

- a. In accordance with 42 CFR 438.408 and MHSUD Information Notice NO.: 18-010E, the Contractor shall adhere to the notice and timing requirements for all grievances, requests for appeals, expedited appeals, and State Fair Hearing (SFH), as appropriate. Upon receipt of any grievances, requests for appeals, expedited appeals, and State Fair Hearing (SFH), Contractor shall immediately call the Grievance Coordinator at (707) 565-7895, and within 24 hours will submit all related documentation to BHQA@sonoma-county.org.

All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

- b. Contractor shall post County notices explaining County's grievance, appeal, expedited appeal, and the DHCS SFH processes at all Contractor sites. For purpose of this Section, Contractor site shall include any office or facility owned and operated by Contractor at which beneficiaries may obtain specialty mental health services under this Agreement.
- c. Contractor shall participate in the resolution of grievances, appeals, expedited appeals, SHF at the request of the County.
- d. Contractor shall give beneficiaries any reasonable assistance in completing the forms and other procedural steps related to a grievance or appeal. This includes, but is not limited to, providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability.
- e. The Contractor shall not subject a beneficiary to discrimination or any other penalty for filing a grievance, appeal, or expedited appeal.
- f. Contractor shall log all grievances and provide to County quarterly grievance reports and ensure that all corresponding documents are submitted.
- g. The Contractor shall allow the County and DHCS to engage in reviews of the Contractor's records pertaining to Grievances and Appeals.
- h. The Client Grievance/Appeal/SFH Process and Form is available on the County website at: <http://sonomacounty.ca.gov/Health/Behavioral-Health/Medi-Cal-Informing-Materials/>.

13. MHSA Media Guide

Contractor shall comply with the Media Guide for Sonoma County Behavioral Health Division MHSA Contractors (MHSA Media Guide). A copy of the MHSA Media Guide is available on the Sonoma County Department of Health Services' Behavioral Health website at <https://sonomacounty.ca.gov/WorkArea/DownloadAsset.aspx?id=2147551585>.