

AGREEMENT FOR SERVICES #144-MHD0409

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and South Lake Tahoe Family Resource Center, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 3501 Spruce Avenue, Suite B, South Lake Tahoe, CA 96150; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, on January 10, 2006 the El Dorado County Board of Supervisors approved a Community Services and Supports (CSS) Plan for submission to the State of California that specified a proposed expenditure of Mental Health Services Act (MHSA) funds to support a Latino Engagement Initiative in South Lake Tahoe for the Health Services Department, Mental Health Division (MHD); and

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

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

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

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

Article I. Scope of Services

Contractor agrees to provide services in support of the El Dorado County Mental Health Services Act (MHSA) Health Disparities Program to address the needs of the local Latino population. Specifically, Contractor will provide:

- A Promotora services program which provides bilingual/bicultural Spanish-speaking outreach, engagement, service brokerage, and peer/family support for Latino individuals and families consistent with the program description in Exhibit “A”, marked “Family Resource Center Promotora Program Description”, incorporated herein and made by reference a part hereof. This strategy is intended to reduce the barriers to mental healthcare access thereby decreasing the health disparities experienced by the Latino population; and,
- An early intervention counseling program which provides bilingual/bicultural Spanish-speaking counseling services for at-risk Latino individuals and their families.
- A comprehensive community-based mental health services center providing culturally-specific programs for the local Latino population. This Center is funded to provide a range of services from outreach, engagement, screening, assessment, service brokerage, ongoing case management, and youth, adult and family psycho-education, skill development, and counseling. To this end, a team of staff shall work in concert with the Promotoras, fulfilling roles consistent with the position descriptions in Exhibit “A”.

Service delivery data collection is a critical component of the Agreement and shall reflect the number of unique individuals served each month, quarter and fiscal year.

On a monthly basis, the minimum services to be provided are as follows:

- Unique Outreach and Engagement clients - 50
- Unique individuals for which screenings were conducted - 30
- Unique number of mental health services linkages - 10
- Active number of case management cases - 30
- Unique number of individuals who received individual peer and/or family support - 50
- Unique number of individuals who received group services – 30
- Unique number of Community Education Groups conducted per year – 10.

Article II. Term

This Agreement shall be effective July 1, 2009 and shall expire June 30, 2010, unless terminated earlier pursuant to the provisions of Article XII herein.

Article III. Compensation for Services

Contractor shall submit monthly invoices no later than thirty (30) days following the end of a “service month” except in those instances where Contractor obtains written approval from the

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County Health Services Director or Director's designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with ARTICLE I, "Scope of Services".

For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoices(s) identifying services rendered. Payment shall be made only for actual services rendered. Each claim shall describe: 1) position title, 2) agreed upon rate, 3) the number of hours of service delivery provided during the month by position, and 4) the total monthly cost for the services. Each claim shall be accompanied by a completed El Dorado County Health Disparities Monthly Report.

The billing rates for Contractor's services (inclusive of employees wages, benefits, indirect and overhead expenses) shall be in accordance with Exhibit "B", marked "Fee Schedule", incorporated herein and made by reference a part hereof..

Reimbursable expenses are limited to program supplies such as mental health services curriculum materials, food, and childcare toys as appropriate for the strategies applied in this program per Exhibit "B". Original receipts must be submitted on a monthly basis with the invoice noting the purpose for the supplies.

Invoices are to be sent accordingly to:

El Dorado County Health Services Department, Mental Health Division
Attn: Accounts Payable
670 Placerville Drive, Suite 1B
Placerville, CA 95667

The total amount of this agreement shall not exceed \$136,900.00.

Article IV. Performance Requirements

Code of Conduct – Contractor shall establish a written Code of Conduct for employees and the Board of Directors which shall include, but not be limited to, standards related to drugs and alcohol; staff relations with clients; prohibition of sexual relations with clients; and conflict of interest. Prior to providing any services pursuant to this Agreement, all employees, volunteers and interns shall agree, in writing, to maintain the standards set forth in the Code of Conduct. Staff covered under this Agreement will submit a signed copy to the Administrator. A copy of the Code of Conduct shall be provided to each client and shall be posted in writing in a prominent place in the Contractor's facilities.

Cultural Competency - Contractor shall provide these services in an atmosphere of cultural competency, offering services that will meet the needs of participants from different cultural backgrounds. Free interpretation services shall be available for each client and can be accessed, at

no cost to Contractor, via the interpretation services agreement maintained by County. Contractor staff shall complete a minimum of one (1) cultural-competency training per year.

Confidentiality – Prior to providing any services pursuant to this Agreement, all employees, subcontractors, and volunteer staff or interns of Contractor shall agree, in writing, with Contractor to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services.

HIPAA – Under this Agreement, Contractor will provide services to County and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) may be made available to Contractor for the purposes of carrying out its obligations. Contractor agrees to comply with all the terms and conditions of Exhibit “C”, marked “HIPAA Business Associate Agreement”, incorporated herein and made by reference a part hereof, regarding the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations promulgated thereunder. Any material breach of the HIPAA Business Associate Agreement shall be grounds for default termination of this Agreement.

Record Retention – Financial and client records shall be retained by Contractor for five (5) years from the date of submission of final payment that pertains to this Agreement. Records which relate to litigation or settlement of claims arising out of the performance of this Agreement, or cost and expenses of this Agreement to which exception has been taken by County or State governments, shall be retained by Contractor until disposition of such appeals, litigation, claims or exceptions is completed.

Report and Other Documentation Submission Timeframes - Contractor shall provide service delivery reports on a monthly, quarterly and annual basis. These reports shall include, but not be limited to, Exhibit “D”, marked “El Dorado County MHSa Health Disparities Program Monthly Report” (due thirty days after the end of the month), Exhibit “E”, marked “MHSa FRC Quarter End Report” (due thirty days after the end of the fiscal year quarter), Exhibit “F”, marked “MHSa FRC Year End Report” (due thirty days after the end of the fiscal year), and Exhibit “G”, marked “MHSa Family Resource Center Progress Report” (due dates vary based on the State Department of Mental Health’s deadlines), all of which are incorporated herein and made by reference a part hereof.

It is understood and agreed that access to Contractor’s data and information is essential for the County, and that Contractor shall cooperate in identifying and providing this data and information to County.

Monitors and Audits – It is understood and agreed that Contractor’s performance shall be monitored and evaluated on an ongoing basis. Monitoring shall include but not be limited to:

- Monitoring the number of individuals provided with individual and group peer support;
- Monitoring the number of Community Education Groups and attendees;
- State mandated data collection regarding client demographics; and,
- Monitoring the unique numbers of individuals provided with outreach and

engagement services, number of screenings provided, number of mental health issues identified, number of mental health service linkages, and the number of non-mental health service linkages.

Collaboration - Contractor will participate in team meetings with the County on a monthly basis for the purpose of reviewing the Contractor's activities under this Agreement.

Notification of Occurrences – Contractor shall notify the Administrator, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, including, but not limited to: accidents, injuries, death, or acts of negligence, related in any way to the provision of services pursuant to this Agreement.

Article V. Limitation of County Liability for Disallowances

Notwithstanding any other provision of the Agreement, County shall be held harmless from any Federal or State audit disallowance resulting from payments made to Contractor pursuant to this Agreement. To the extent that a Federal or State audit disallowance results from a claim or claims for which Contractor has received reimbursement for services provided, County shall recoup within 30 days from Contractor through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance in that fiscal year. All subsequent claims submitted to County applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the federal or state disallowance issue is resolved.

Contractor shall reply in a timely manner to any request for information or to audit exceptions by County, State and Federal audit agencies that directly relate to the services to be performed under this Agreement.

Article VI. Debarment and Suspension Certification

By signing this agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 45 CFR 76.

By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Paragraph b(2) herein;
- D. Have not within a three (3)-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
- E. Shall not knowingly enter in to any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., **48 CFR part 9, subpart 9.4**), debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and
- F. Shall include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to County.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, County may terminate this agreement for cause or default.

Article VII. Changes to Agreement

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

Article VIII. Contractor to County

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

Article IX. Assignment and Delegation

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

Article X. Independent Contractor/Liability

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

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

Article XI. Fiscal Considerations

The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

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

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

Article XII. Default, Termination, and Cancellation

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

Section 12.01 Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

Section 12.02 Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

Section 12.03 Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

Section 12.04 Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

Article XIII. Notice to Parties:

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

**COUNTY OF EL DORADO
HEALTH SERVICES DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: NEDA WEST, DIRECTOR**

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

**SOUTH LAKE TAHOE FAMILY RESOURCE CENTER
3501 SPRUCE AVENUE, SUITE B
SOUTH LAKE TAHOE, CA 96150
ATTN: DELICIA SPEES, DIRECTOR**

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or to such other location as the Contractor directs.

Article XIV. Indemnity

The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, sub-contractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

Article XV. Insurance

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

Section 15.01 Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.

Section 15.02 Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

Section 15.03 Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.

Section 15.04 In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.

Section 15.05 Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

Section 15.06 The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

Section 15.07 Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or

times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Section 15.08 The certificate of insurance must include the following provisions stating that:

- (a) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
- (b) The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- (c) The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (d) Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (e) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- (f) The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- (g) Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- (h) In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- (i) Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

Article XVI. Interest of Public Official

No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly

interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Article XVII. Interest of Contractor

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

Article XVIII. Conflict of Interest

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

Article XIX. California Residency (Form 590)

All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

Article XX. Taxpayer Identification Number (Form W-9)

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

Article XXI. County Business License

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

Article XXII. Administrator

The County Officer or employee with responsibility for administering this Agreement is Christine Kondo-Lister, Deputy Director, Health Services Department, Mental Health Division, or successor.

Article XXIII. Authorized Signatures

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

Article XXIV. Partial Invalidity

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Article XXV. Venue

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

Article XXVI. Entire Agreement

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

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 
Neda West, Director
Health Services Department

Dated: 9-10-09

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Ron Briggs, Chairman
Board of Supervisors
"County"

ATTEST:
*Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors*

By: _____ Date: _____
Deputy Clerk

-- CONTRACTOR --

Dated: 9/21/09

SOUTH LAKE TAHOE FAMILY RESOURCE CENTER
A CALIFORNIA CORPORATION

By: Rick Meyer
Rick Meyer
President
"Contractor"

By: JM Conway
Corporate Secretary

Exhibit “A”
Family Resource Center
Promotora Program Description

Purpose

Promotoras de salud (health promoters) are individuals who provide health education and support to other members of the community in which they are members themselves. The relationship that they have with the community is key to their effectiveness in reaching un-served and under-served individuals, addressing multiple barriers to healthcare access, and thereby, in reducing health disparities. In order to transmit information and affect behavior change in Latinos, a peer-based educational model that respects the social order of the culture is utilized.

General Characteristics of Promotora Model

Promotoras address barriers to healthcare access by their presence in the community, their persistence, and their patience, thereby establishing trust and relationships. They serve in both formal and informal ways to engage clients and systems by providing outreach, linkage to the appropriate types of services based on their need, and support groups.

Promotoras serving the Latino community address the following social and emotional challenges that Latinos face in California:

- Problems with housing;
- Difficulties at work;
- Exposure to violence;
- Lack of health insurance and access to affordable, quality healthcare;
- Linguistic barriers;
- Lack of culturally competent care;
- Lack of knowledge regarding how to navigate healthcare systems;
- Scarcity of services;
- Stigma.

Specifically, the Promotora functions include:

- Promotoras are community members who serve as liaisons between their community and health, human and social service organizations.
- As liaisons, Promotoras often play the roles of advocate, educator, mentor, outreach worker, role model, translator and more.
- The community health worker (Promotora) model is used because Promotoras are effective disseminators of information, and act as the bridge between governmental and non-governmental systems and the communities they serve.
- Promotora services are delivered, for the most part, through home visits and group presentations, but also include health promotion strategies that impact knowledge, attitudes, and practices on a community level.
- To reach the unreachable, the Promotoras go where people congregate: this could be health fairs, church and neighborhood meetings, factories, laundromats, gas stations, and grocery stores, among other locations.

- The Promotora model of community outreach is based on a Latin American program-type that reaches underserved populations through peer education.
- Promotoras are members of the communities with which they liaise: they take the community health worker model one step further because they speak the same language, come from the same neighborhood and (commonly) share some life experiences with the community members they serve.

The El Dorado County MHSA Promotora Model

The Health Disparities Project was designed to provide culturally-specific (bilingual and bicultural services) to provide outreach, engagement, screening, service brokerage, and peer/family support to decrease access and health disparities in mental health. Resources should target and serve the Latino population that is at-risk and under-served in relationship to mental health services. Outreach, engagement, and brief screening is intended to identify those with mental health needs. Linkage to alternative resources, as needed, may be provided, but ongoing service provision (beyond approximately one month) absent an identified need for mental health services lies outside of the scope of this program. Peer and family support is provided in both an individual and group model for the duration of the mental health need and/or symptoms. In addition, bilingual/bicultural Spanish-speaking early intervention counseling services may be provided for at-risk Latino individuals and their families. Upon resolution of the mental health issue, formal services should be discontinued as the ability to re-engage in services when the need arises is available. Validated and culturally appropriate screening tools, non-intrusive yet accurate data collection, and evidence-based practice models are the standard for this program. Regular supervision for the Promotoras at the Family Resource Center is provided by the Credentialed Case Manager.

In addition, Community Education regarding the Promotora Role is critical to the effectiveness of this program. A Group Educator will provide these services generally on a monthly basis – providing a minimum of 10 Community Education Groups per year. Issues of access and collaboration will be addressed in these groups that are provided for a range of community agencies, volunteer organizations, and the community at large.

Program Coordinator/Latino Community Liaison

Credentials and Requirements

- Bachelors Degree is required
- Bilingual (Spanish/English) and bicultural experience is required
- Four years of program development, implementation and oversight
- Four years of supervisory experience
- Experience, familiarity and knowledge of the local community required
- CPR/First-Aid/HIV/BBP Certification
- Must not have any felony convictions
- TB testing required

Role and Function

- Program planning, implementation and oversight (including service coordination, applying program goals and guidelines, monitoring of program effectiveness, maintenance of hourly employee records, preparation of reports for verification of compliance with contractual agreements, conference with local agencies to create collaboration and maximize program effectiveness)
- Programmatic supervision of agency staff
- Ensuring compliance with state mandates, program guidelines and objectives
- Coordination of outreach programs with the community, including collaboration with local community agencies, and facilitation of community activities
- Oversight of volunteers in the center
- Oversight of service delivery records
- Works with EDC Mental Health Division in successful contract management
- Conducts Community Education Groups and serves as the Latino Liaison
- Provision of direct services, as needed

Mental Health Counselor

Credentials and Requirements

- Bachelors Degree is required
- Four years of mental health direct service delivery is required
- Bilingual (Spanish/English) and bicultural experience is required
- CPR/First-Aid/HIV/BBP Certification
- Must not have any felony convictions
- TB testing required

Role and Function

- Provision of individual, group and family counseling
- Responds to client crises and provides service linkage, as appropriate
- Clinical documentation and recording keeping
- Psycho-education and skills training
- Participation on the FRC service delivery team
- Case management services

Promotora

Credentials and Requirements

- Minimum of 4 years experience in prevention and early intervention home visitation and family support services including: community outreach, engagement, health education and support, liaison with community, resource and referral
- High School Diploma/GED required
- Familiar with and integrated into the Latino communities on the Western Slope of El Dorado County

- 2 years of college in the field of Human Services preferred
- Bilingual/bicultural Spanish required

Role and Function

- Provide community-based outreach, peer education, resource guidance and support, transportation, interpretation, prevention, early intervention, and engagement services at multiple community sites, neighborhoods, and in homes to Latino adults, children and families on the Western Slope of El Dorado County
- Assist in identifying mental health needs and service options, appropriateness of services, and accessing services
- Assist Mental Health Counselor when requested
- Provide outreach to community groups, schools, churches, collaborative groups, commissions, councils, advisory groups for the purpose of informing the community about the program and needs to identify support and services for Latinos

Childcare Specialist

Credentials and Requirements

- Minimum two years experience in childcare or classroom setting
- CPR/First-Aid/HIV/BBP Certification
- Must not have any felony convictions
- TB testing required

Role and Function

- Assist with the overall general care and well-being of the children in on-site child care, thereby providing ancillary support needed to allow parents to participate in program services
- Provision of child care for families participating in MHSA evidence-based group programs as part of the program model

Credentialed Case Manager/Children's Group Facilitator

Credentials and Requirements

- Masters degree in Counseling Psychology
- Certification in Domestic Violence treatment provision
- CPR/First-Aid/HIV/BBP Certification
- Must not have any felony convictions
- TB testing is required

Role and Function

- Design, implement and facilitate groups
- Individual and family counseling
- Oversight for case management services

- Provide clinical supervision for the mental health counselor, Promotora and child care specialist
- Training for clinical personnel
- Full range of clinical services (crisis intervention, assessment, counseling, psycho-education, skills training, and service linkage)

EXHIBIT "B"
Fee Schedule
FY 09/10

Family Resource Center

		Maximum
Program Coordinator/ Latino Community Liaison	\$30.09 per hour	\$25,035.00
Mental Health Counselor	\$26.00 per hour	\$43,265.00
Promotora	\$16.90 per hour	\$17,575.00
Child Care Specialist	\$13.00 per hour	\$5,425.00
Credentialed Case Manager/ Children's Group Facilitator	\$40.00 per hour	\$41,600.00

Reimbursable Expenses

Program Supplies Not to exceed \$4,000.00

Reimbursable expenses are limited to program supplies such as mental health services curriculum materials, food, and childcare toys as appropriate for the strategies applied in this program.

Total Not to Exceed Amount \$136,900.00

EXHIBIT "C"
HIPAA Business Associate Agreement

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

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 - 164 (the "Privacy and Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, Contractor, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule; and

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

WHEREAS, the parties agree that any disclosure or use of PHI or EPHI be in compliance with the Privacy and Security Rule or other applicable law;

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

1. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI
 - A. Contractor shall be permitted to use PHI disclosed to it by the County:
 - (1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County
 - (2) as necessary to perform any and all of its obligations under the Underlying Agreement.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or Required by Law, Contractor may:
 - (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any

legal responsibilities of Contractor. Contractor may disclose PHI as necessary for Contractor's operations only if:

- (a) The disclosure is Required by Law; or
 - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI that the person or organization will:
 - (i) hold such PHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as Required by Law; and,
 - (ii) the third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- (3) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
- (4) not disclose PHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
- (5) de-identify any and all PHI of County received by Contractor under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as Required by Law, or as otherwise permitted by law.

3. Obligations of Contractor. In connection with its use of PHI disclosed by County to Contractor, Contractor agrees to:

- A. Use or disclose PHI only as permitted or required by this Business Associate Agreement or as Required by Law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement.
- C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of this Business Associate Agreement.
- D. Report to County any use or disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware.
- E. Require sub-contractors or agents to whom Contractor provides PHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Business Associate Agreement.
- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from the County.

- G. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the County and to follow generally accepted system security principles as required in final rule 45 CFR Parts 160-164.
 - H. Contractor will report any security incident of which it becomes aware to the County. Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans or “pings”.
 - I. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
 - J. May use PHI to report violations of law to appropriate Federal and State Authorities, consistent with § 164.502(j) (1).
4. PHI Access, Amendment and Disclosure Accounting. Contractor agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
 - B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County’s request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
 - D. Make available to the County, or to the Secretary of Health and Human Services, Contractor’s internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor’s compliance with the Privacy Rule, subject to any applicable legal restrictions.
 - E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
 - F. Within sixty (60) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor’s possession constitutes a Designated Record Set.

- G. Not make any disclosure of PHI that County would be prohibited from making.

5. Obligations of County.

- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. County agrees that it will make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI.
- D. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that Contractor can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. Term – this Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the Contractor, the County shall either:
 - (1) Provide an opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the County.
 - (2) Immediately terminate this Agreement if the Contractor has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
- C. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the Contractor shall return or destroy all PHI received from the County, created or received by the Contractor on behalf of the County. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Contractor.

Contractor shall retain no copies of the PHI.

- (2) In the event that the Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon {negotiated terms} that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such PHI.

7. HIPAA Business Associate Indemnity

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Business Associate Agreement. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such

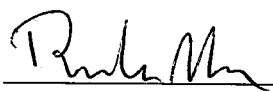
interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

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

Dated: 9/21/09

Dated: _____

Signed: 
Rick Meyer
President
SLT Family Resource Center

Signed: _____
Ron Briggs, Chairman
Board of Supervisors
El Dorado County

Attest:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

Exhibit "D"
South Lake Tahoe Family Resource Center
El Dorado County MHSa Health Disparities Program Monthly Report

Month/Year: _____

UNIQUE CLIENTS SERVED

Male: _____

Female: _____

Youth (0-15) : _____

TAY (16-17) : _____

Adult (18-59) : _____

Older Adult (60+): _____

Ethnicity Latino: _____

Ethnicity, other – please specify type and number: _____

Unique outreach and engagement individuals: _____

Unique screenings completed: _____

Unique assessments completed: _____

Number and types of MH issues identified: _____

Number of MH service linkages completed: _____

Number of non-MH service linkages completed: _____

Number of MH care management cases: _____

Unique individuals who received peer/family support (individual) : _____

Unique individuals who received group services (peer support, psycho-education, skills development, and counseling): _____

MHSA FRC QUARTER END REPORT

_____ Qtr FY 200 _____

Agency Name: _____

Contact Person: _____

Address: _____

Phone No: _____

of unique clients served:

Ethnicity	Male		Female		Neutral	
	0-17	18-25	0-17	18-25	0-17	18-25
African American						
Asian						
Caucasian						
Latino						
Native American						
Other						
TOTAL						

Ethnicity	Male		Female		Neutral	
	26-59	60+	26-59	60+	26-59	60+
African American						
Asian						
Caucasian						
Latino						
Native American						
Other						
TOTAL						

of group service-hours:

(Due 30 days after the end of the quarter)

Upon completion, please return to:

El Dorado County Mental Health Division
 MHSA Project Management - Stephanie Carlson
 670 Placerville Drive, Suite 1B
 Placerville, CA 95667

MHSA FRC YEAR END REPORT

FY _____

Agency Name: _____

Contact Person: _____

Address: _____

Phone No: _____

of unique clients served:

Ethnicity	Male		Female		Neutral	
	0-17	18-25	0-17	18-25	0-17	18-25
African American						
Asian						
Caucasian						
Latino						
Native American						
Other						
TOTAL						

Ethnicity	Male		Female		Neutral	
	26-59	60+	26-59	60+	26-59	60+
African American						
Asian						
Caucasian						
Latino						
Native American						
Other						
TOTAL						

of group service hours:

(Due 30 days after the end of the FY)

Upon completion, please return to:

El Dorado County Mental Health Division
 MHSA Project Management - Stephanie Carlson
 670 Placerville Drive, Suite 1B
 Placerville, CA 95667

Exhibit "G"
MHSA Family Resource Center Progress Report
Calendar Year _____

A. Program/Services Implementation

- 1) The MHD is required to briefly report by Work Plan on how implementation of the approved program/services is proceeding. The suggested length for the response for this section is no more than half a page per Work Plan.
 - a. Please report on how the implementation activities are generally proceeding. Please note when things are not going as planned, what the barriers have been and the recommended solutions.
 - b. Please describe the major implementation challenges that the Contractor has encountered.
 - c. Please provide an example of a successful activity, strategy or program that you have provided over the past calendar year that best reflects each of the following MHSA essential elements:
 - a. Community collaboration (Community collaboration between the mental health system and other community agencies, services, ethnic communities etc.)
 - b. Wellness/Recovery/Resilience focus
 - c. Service Integration (Integrated services experience for clients and families: changes in services that result in services being seamless or coordinated so that all necessary services are easily accessible to clients and families)
 - d. Client and/or family-driven mental health system
 - e. Cultural Competence

B. Efforts to Address Disparities

- 1) Briefly describe one or two successful current efforts/strategies to address disparities in access and quality of services to unserved or underserved populations. If possible, include results of the effort/strategy.
- 2) Briefly describe one challenge you faced in implementing efforts/strategies to overcome disparities, including where appropriate what you have done to overcome the challenge.
- 3) Please indicate the number of Native American organizations or tribal communities that have been funded to provide services under the MHSA and what results you are seeing to date if any.

Please submit by March 31 to:

El Dorado County Health Services Department – Mental Health Division
Stephanie Carlson
670 Placerville Drive, Suite 1B
Placerville, CA 95667