

AGREEMENT FOR SERVICES #227-169-M-E2011

THIS AGREEMENT made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as COUNTY) and 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);

RECITALS

WHEREAS, on September 28, 2010 the County of El Dorado Board of Supervisors approved a Prevention and Early Intervention (PEI) Plan Update for submission to the State of California that specified a proposed expenditure of Mental Health Services Act (MHSA) funds to support a Health Disparities Program 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

Section 1.01 CONTRACTOR agrees to provide services in support of the El Dorado County Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) 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, screening, administration of outcome and satisfaction survey measures, service linkage, interpretation services, and peer/family support to increase access and decrease health disparities in mental health 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, service linkage, interpretation services, peer and family support, 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.
- CONTRACTOR will attest that those employees performing services under this Agreement (i.e. Program Coordinator, Mental Health Counselor, Promotora I, II and III, Childcare Specialists and Credentialed Case Manager/Children's Group Facilitator) have met the credentials and requirements and are qualified to perform the functions and duties listed in Exhibit A.

Section 1.02 Service delivery data collection is a critical component of the Agreement. Therefore, Exhibit B, marked "Family Resource Center Monthly Service Delivery Report," incorporated herein and made by reference a part hereof, shall be completed by CONTRACTOR staff and shall be submitted on a monthly basis with the invoice. This report form may be modified to incorporate improvements in design that are mutually acceptable to the parties and approved in writing by County Health Services Department (HSD) Director or designee.

Article II. TERM

This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2011 through June 30, 2012 unless earlier terminated pursuant to the provisions under Article XII or Article XIII herein.

Article III. COMPENSATION FOR SERVICES

Section 3.01 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 County HSD Director or 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."

Section 3.02 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 invoice(s) identifying services rendered, as documented on a Monthly Service Delivery Report required by Article I, Scope of Services. Payment shall be made only for actual services rendered.

Section 3.03 The billing rates for CONTRACTOR's services shall include wages, benefits (including leave hours), support staff and overhead (including, but not necessarily limited to, office supplies, mileage, communication, fees, insurance, postage, printing and duplication, and administrative overhead) and shall be in accordance with Exhibit C, "Fee Schedule," incorporated herein and made by reference a part hereof.

Section 3.04 Reimbursable expenses are limited to relevant training and travel pre-approved by the MHD, program supplies such as mental health services curriculum materials, food, and childcare toys as appropriate for the strategies applied in this program per Exhibit C. Original receipts must be submitted on a monthly basis with the invoice noting the purpose for the supplies, training and travel. Reimbursable travel for relevant training shall be in accordance with Exhibit D, marked "County of El Dorado, California, Board of Supervisors, Policy D-1, Travel" incorporated herein and made by reference a part hereof.

Section 3.05 The total reimbursable amount for expenses for program supplies, relevant training and related travel will not exceed \$4,975 (note, however, that any amount not expended for program supplies/training/travel may be utilized for other services authorized by this Agreement).

Section 3.06 Invoices are to be sent accordingly to:

County of El Dorado
Health Services Department, Mental Health Division
Attn: Accounts Payable
929 Spring Street
Placerville, CA 95667

Section 3.07 The total amount of this agreement shall not exceed \$134,468.

Article IV. PERFORMANCE REQUIREMENTS

Section 4.01 *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. CONTRACTOR shall maintain such written agreements and shall make them available to COUNTY's Contract Administrator upon request. 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.

Section 4.02 *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. To the extent that it may be needed, free language interpreting services will be made available for clients. It is expected that CONTRACTOR will at all times have the internal capacity to provide the services called for in this Agreement with personnel that have the requisite cultural/linguistic competence required to achieve the purposes of this Agreement. However, the interpreting agreement maintained by COUNTY may be used as a backup service if needed. In such cases the CONTRACTOR may be required to reimburse COUNTY for use of the COUNTY's interpreting service. CONTRACTOR staff shall participate in the MHD's cultural competency training program.

Section 4.03 *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.

Section 4.04 *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 E, 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.

Section 4.05 *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.

Section 4.06 Report and Other Documentation Submission Timeframes – CONTRACTOR shall provide service delivery reports quarterly and annually including, but not limited to the following: Exhibit F, marked “MHSA Family Resource Center Client Registration Form,” incorporated herein and made by reference a part hereof (due thirty days after the end of each fiscal year quarter). This confidential document shall be submitted electronically to the COUNTY through a HIPAA compliant confidential server. CONTRACTOR will be given access to this confidential server by the COUNTY. Exhibit G, marked “MHSA Family Resource Center Year End Progress Report,” incorporated herein and made by reference a part hereof, shall be submitted to the MHD annually (due dates vary based on the State Department of Mental Health’s deadlines).

In addition, upon client registration and at the beginning of each fiscal year quarter, a “CIOM Consumer Feedback Form,” Exhibit H, incorporated herein and made by reference a part hereof (or an alternate Consumer Feedback Form as may be mutually agreed upon by the parties and approved in writing by County HSD Director or designee), shall be administered to all registered clients. Consumer Feedback Forms shall be submitted to the MHD at the end of the first month of each quarter.

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.

Section 4.07 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:

- State mandated data collection regarding client demographics; and,
- “Group Attendance Sheet” (Exhibit I, incorporated herein and made by reference a part hereof) shall be completed and maintained in a secure and confidential fashion at the CONTRACTOR site and will be made available for audit purposes, as needed.

Section 4.08 Collaboration – In providing MHSA-funded services, CONTRACTOR serves as a critical component of the MHD system of care. Communication and collaboration are critical to effective service delivery. CONTRACTOR will participate in monthly service collaboration meetings and quarterly cultural competency meetings with the COUNTY for the purposes of service integration, quality improvement, and to review the CONTRACTOR’s activities under this Agreement.

Section 4.09 Notification of Occurrences – CONTRACTOR shall notify the COUNTY Contract 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.

Section 4.10 Mandated Reporter Requirements – CONTRACTOR acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of: 1) the California Penal

Code Section 11164 et seq., also known as the Child Abuse and Neglect Reporting Act and/or 2) Welfare and Institutions Code 15630 et seq. related to elder and dependent adults.

Article V. MENTAL HEALTH SERVICES ACT AGREEMENT TERMS AND CONDITIONS

CONTRACTOR shall meet applicable terms and conditions specified in the COUNTY's agreement with California Department of Mental Health (DMH), as stated in Exhibit J, marked "Mental Health Services Act Agreement," incorporated herein and made by reference a part hereof.

Article VI. 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 thirty (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 Federal, State and local audit agencies that directly relate to the services to be performed under this Agreement.

Article VII. 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 (3) 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 agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification of 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 VIII. CHANGES TO AGREEMENT

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

Article IX. CONTRACTOR TO COUNTY

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

Article X. ASSIGNMENT AND DELEGATION

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

Article XI. INDEPENDENT CONTRACTOR/LIABILITY

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

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

Article XII. FISCAL CONSIDERATIONS

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

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

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

Article XIII. DEFAULT, TERMINATION, AND CANCELLATION**Section 13.01 Default**

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

notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

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

Section 13.02 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 13.03 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 13.04 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 XIV. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to COUNTY shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH 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**

or to such other location as the CONTRACTOR directs.

Article XV. INDEMNITY

The CONTRACTOR shall defend, indemnify, and hold the COUNTY and its officers, agents, employees and representatives 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, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the COUNTY, its officers and employees, or as expressly prescribed by statute. This duty of CONTRACTOR to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.

Article XVI. INSURANCE

Section 16.01 CONTRACTOR shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that CONTRACTOR maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of CONTRACTOR as required by law in the State of California; and
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage;
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by the CONTRACTOR in the performance of the Agreement.

Section 16.02 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 per occurrence.

Section 16.03 CONTRACTOR shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.

Section 16.04 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 16.05 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 16.06 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.

Section 16.07 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.

Section 16.08 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.

Section 16.09 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.

Section 16.10 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.

Section 16.11 CONTRACTOR's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

Section 16.12 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.

Section 16.13 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 XVII. 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 XVIII. 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 XIX. 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 XX. 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.

Article XXI. 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 XXII. 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 County of El Dorado without possessing a County business license unless exempt under County Code Section 5.08.070.

Article XXIII. ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Robert Evans, Program Manager, Health Services Department, Mental Health Division, or successor.

Article XXIV. 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 XXV. 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 XXVI. VENUE

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

Article XXVII. 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
Neda West, Director
Health Services Department

Dated: 7-12-11

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

--COUNTY OF EL DORADO--

By: _____
Raymond J. Nutting, Chair
Board of Supervisors
"COUNTY"

Dated: _____


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

Deputy

Dated: _____

-- CONTRACTOR --

SOUTH LAKE TAHOE FAMILY RESOURCE CENTER
A CALIFORNIA CORPORATION

By: 
Rick Meyer
President
"CONTRACTOR"

Dated: 7/15/11

By: 
Corporate Secretary

Dated: 7/15/11

Exhibit A
Family Resource Center
Promotora Program Description

I. 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.

II. 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 previously 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.

III. The County of El Dorado MHSa Promotora Model

The Health Disparities Project was designed to provide culturally-specific (bilingual and bicultural services) to provide bilingual/bicultural, Spanish-speaking outreach, engagement, screening, administration of outcome and satisfaction survey measures, service linkage, interpretation services, and peer/family support to increase access and decrease 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.

IV. Purpose of the Promotora I:

Under the supervision of the Program Coordinator, the Promotora will work as the lead in the home visitation program and also work with the Mental Health Counselor and the Certified Case Manager to make sure that services are being met on a whole family level. The Promotora I provides guidance to the Promotora II position and coordinates home visitation, regular staff communication regarding client needs, and develops strategies to fill any gaps between community need and FRC mental health programming. The Promotora I is in charge of making sure all paper work has been entered correctly to be processed for required reporting to County of El Dorado Health Services Department,

Mental Health Division (MHD) and prepares and relates all information collected during weekly staff meetings.

JOB DUTIES:

1. Assess Latino community needs for mental health services and develop a clear plan to ensure various needs are met.
2. Provide support and mentorship to Promotoras II and III.
3. Actively prepare for and contribute to weekly mental health staff meetings with input on client status and recommendations for next steps and referrals.
4. Work closely with Program Coordinator to insure that public is aware of FRC's mental health programming.
5. Assist Program Coordinator to research community agency linkages to strengthen FRC's services.
6. Provide written reports to Promotora III for data management and required reporting to MHD, as outlined in Article IV, "Performance Requirements."

CREDENTIALS AND REQUIREMENTS:

- Excellent communication skills in English and Spanish.
- Knowledge of mental health issues specific to the Latino community.
- In-depth knowledge of the Latino community and local services available.
- Excellent interpersonal skills.
- Bicultural experience and ability to bridge Anglo and Latino cultures effectively.
- Ability to express family issues effectively verbally and in writing.
- Ability to maintain accurate client records.
- Computer knowledge, including Windows XP, Office 2000, and current databases.
- Ability to work effectively with all program staff and outside agencies.
- Minimum of four (4) years experience in: prevention and early intervention; home visitation and family support services; community outreach, engagement, and health education; serving as a liaison with the Latino community; and providing resource and referral services.
- High school diploma or GED required.
- Familiar with and integrated into the Latino community in South Lake Tahoe.
- Two (2) years of college in the field of Human Services preferred.
- TB testing required.

V. Purpose of the Promotora II:

Under the supervision of the Program Coordinator, the Promotora II is responsible for home visitation alongside the Promotora I to isolated individuals, families, new mothers and/or pregnant women in need of outreach and mental health services. The Promotora II is also responsible for mentoring the Promotora III staff person in Latino outreach for mental health services and referrals. This staff person is most effective when actively working out in the community and inside client homes and has proven excellent relational social skills working with the Latino community.

JOB DUTIES:

1. Work with Promotora III and I to assess individual and family needs including current and potential strengths, role in community and family, knowledge of and access to community services and programs and physical and mental health status.
2. Provide outreach to Latino families by making regular phone calls to individuals and arranging for home visitation when appropriate.
3. Provide regular home visitation to clients to further assess the client's needs and appropriate response. Continued follow-up with families to address needs.
4. Under guidance of Promotora I, implement plans and guidelines for families to follow to meet their needs.
5. Actively mentor Promotora III in mental health services and in making referrals to appropriate agencies.

CREDENTIALS AND REQUIREMENTS:

- Excellent communication skills in English and Spanish.
- Knowledge of mental health issues specific to the Latino community.
- In-depth knowledge of the Latino community and local services available.
- Excellent interpersonal skills.
- Bicultural experience and ability to bridge Anglo and Latino cultures effectively.
- Ability to express family issues effectively verbally and in writing.
- Ability to maintain accurate client records.
- Computer knowledge, including Windows XP, Office 2000, and current databases.
- Ability to work effectively with all program staff and outside agencies.
- Experience in: prevention and early intervention; home visitation and family support services; community outreach, engagement, and health education; serving

as a liaison with the Latino community; and providing resource and referral services.

- High school diploma or GED required.
- Familiar with and integrated into the Latino community in South Lake Tahoe.
- TB testing required.

VI. Purpose of the Promotora III:

Under the supervision of the Program Coordinator, this new position entitled Promotora III is designed to create new leadership in Latino outreach for mental health services. This position elicits mentorship from the Promotora I and II staff persons who will pass along referral knowledge and some basic case management skills to the next generation of mental health advocates. This is an entry level position designed for the new staff person with a desire to learn more about local resources for families and with a willingness for professional development in the mental health field. In an effort to groom new leaders around Latino engagement with mental health, the Promotora III will be the first contact for clients who visit the center and will be trained in directing the client to all appropriate FRC mental health programs.

JOB DUTIES:

1. Discover the needs of the individual or family including knowledge of and access to community services and programs.
2. Increase knowledge of local referral services such as: employment training, health care, insurance, mental health counseling, substance abuse counseling, education, and other appropriate resources as they become available, and refer families to these services as needed.
3. Actively contribute to weekly staff meetings regarding any knowledge of individual or family needs for programs or counseling.
4. Complete day-to-day tasks as assigned by the Program Coordinator including setting appointments for counseling, data management and required reporting to MHD, as outlined in Article IV, "Performance Requirements."
5. Provide translation services as necessary.

CREDENTIALS AND REQUIREMENTS:

- Excellent communication skills in English and Spanish.
- Knowledge of mental health issues specific to the Latino community.
- In-depth knowledge of the Latino community and local services available.
- Excellent interpersonal skills.
- Bicultural experience and ability to bridge Anglo and Latino cultures effectively.

- Ability to express family issues effectively verbally and in writing.
- Ability to maintain accurate client records.
- Computer knowledge including Windows XP, Office 2000, and current databases.
- Ability to work effectively with all program staff and outside agencies.
- High school diploma or GED required.
- Familiar with and integrated into the Latino community in South Lake Tahoe.
- TB testing required.

VII. Program Coordinator/Latino Community Liaison

JOB DUTIES:

1. 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).
2. Programmatic supervision of agency staff.
3. Ensuring compliance with state mandates, program guidelines and objectives.
4. Coordination of outreach programs with the community, including collaboration with local community agencies, and facilitation of community activities.
5. Oversight of volunteers in the center.
6. Oversight of service delivery records.
7. Works with EDC Mental Health Division in successful contract management.
8. Conducts Community Education Groups and serves as the Latino Liaison.
9. Provision of direct services, as needed.

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

VIII. Mental Health Counselor

JOB DUTIES:

1. Provision of individual, group and family counseling.
2. Responds to client crises and provides service linkage, as appropriate.
3. Clinical documentation and recording keeping.
4. Psycho-education and skills training.
5. Participation on the FRC service delivery team.
6. Provision of case management services.

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

IX. Childcare Specialist

JOB DUTIES:

1. 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.
2. Provision of child care for families participating in MHSA evidence-based group programs as part of the program model.

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

X. Credentialed Case Manager/Children's Group Facilitator

JOB DUTIES:

1. Design, implement and facilitate groups.
2. Individual and family counseling.
3. Oversight for case management services.
4. Provide clinical supervision for the Mental Health Counselor, Promotoras and Child Care Specialist.
5. Training for clinical personnel.
6. Full range of clinical services (crisis intervention, assessment, counseling, psycho-education, skills training, and service linkage).

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

Family Resource Center - Monthly Service Delivery Report

Name:

Month:

Exhibit B

Date of Service	Client Number OR Event Description	Direct Client Activities (Face Time with Clients)												Other Activities							
		Total Time Spent (in hours)	Outreach	Engagement	Screening	MH Linkage to FRC	MH Linkage to MHD	MH Linkage to Other	Other Linkage	Peer Counseling	Groupwork	Transportation Assistance	Interpretation / Translation	Child Care	Total Time Spent (in hours)	Planning/Prep	Approved Training	General Administration	Supervision		
Total Episodes		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Total Direct Client Hours for Month		0.00
Total Other Hours for Month		0.00
Billable Hourly Rate		\$25.00
Total Monthly Cost		\$0.00

Family Resource Center - Monthly Service Delivery Report

Name:

Exhibit B

Promotora III Month:

Date of Service	Client Number OR Description	Event	Direct Client Activities (Face Time with Clients)											Other Activities					
			Total Time Spent (in hours)	Outreach	Engagement	Screening	MH Linkage to FRC	MH Linkage to MHD	MH Linkage Other	Other Linkage	Peer Counseling	Groupwork	Transportation Assistance	Interpretation / Translation	Child Care	Total Time Spent (in hours)	Planning/Prep	Approved Training	General Administration
Total Episodes																			
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			Total Direct Client Hours for Month											0	0	0	0		
			Total Other Hours for Month											0	0	0	0		
			Billable Hourly Rate											\$16.00					
			Total Monthly Cost											\$0.00					

**EXHIBIT C
Fee Schedule
2011-2012**

SLT Family Resource Center

<u>Title</u>	<u>Per Hour</u>	<u>Maximum</u>
Program Coordinator	\$30.09	\$24,800
Mental Health Counselor	\$26.00	\$41,680
Promotora I	\$25.00	\$12,848
Promotora II	\$17.63	\$6,080
Promotora III	\$16.00	\$2,820
Childcare Specialist	\$14.00	\$1,555
Credentialed Case Manager / Children's Group Facilitator	\$44.00	\$39,710
Personnel Total		\$129,493

Reimbursable Expenses

Relevant Training and Related Travel and Program Supplies	Not to Exceed	\$4,975
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Reimbursable expenses are limited to relevant training and related travel, 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	\$134,468
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EXHIBIT D
COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 1 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

BACKGROUND:

This policy applies to County officers and employees as well as members of boards and commissions required to travel in or out of county for the conduct of County business. This policy also provides for expenses of public employees from other jurisdictions when specifically referenced in policy provisions set forth below.

For ease of reference, the Travel Policy is presented in the following sections:

1. General Policy
2. Approvals Required
3. Travel Participants and Number
4. Mode of Transport
5. Reimbursement Rates
 - a. Maximum Rate Policy
 - b. Private Auto
 - c. Meals
 - d. Lodging
 - e. Other
6. Advance Payments
7. Compliance – Responsibility of Claimant
8. Procedures



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 2 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

POLICY:

1. General Policy

- a. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.
- b. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use. "Actual and necessary expenses" do not include alcoholic beverages.
- c. Travel arrangements should be as economical as practical considering the travel purpose, traveler, time frame available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
- d. Employees must obtain prior authorization for travel, i.e., obtain approvals before incurring costs and before commencing travel.
- e. Receipts are required for reimbursement of lodging costs, registration fees, public transportation and for other expenses as specified, or as may be required by the County Auditor-Controller.



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BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 3 of 13
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- f. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor and Chief Administrative Office.
- g. The Chief Administrative Officer may, at his or her sole discretion, authorize an exception to requirements set forth in this Travel policy, based on extenuating circumstances presented by the appropriate, responsible department head. Any exception granted by the Chief Administrative Office is to be applied on a case-by-case basis and does not set precedent for future policy unless it has been formally adopted by the Board of Supervisors.

2. Approvals Required

- a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.
- b. Chief Administrative Office approval is required when travel involves any of the following:
 - (1) Transportation by common carrier (except BART), e.g., air, train, bus.
 - (2) Car rental.



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BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 4 of 13
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- (3) Out-of-county overnight travel.
- (4) Members of boards or commissions, or non-county personnel.
- (5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.

c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.

3. Travel Participants and Number

- a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.
- b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.
- c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.



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BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 5 of 13
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d. Non-County personnel travel expenses are not normally provided for since only costs incurred by and for county officers and employees on county business are reimbursable. However, reimbursement is allowable for county officers (elected officials and appointed department heads) and employees who have incurred expenses for non-county staff in the following circumstances.

- (1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.
- (2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for the purpose of discussing important issues related to County business and policies.
- (3) Transportation expenses for a group of County officers and employees and their consultants, and experts on a field trip to gain information necessary to the conduct of County business.
- (4) Lodging expenses for non-county personnel are NOT reimbursable except when special circumstances are noted and approved in advance by the Chief Administrative Office. Otherwise, such expenses must be part of a service contract in order to be paid.

4. Mode of Transport

- a. Transportation shall be by the least expensive and/or most reasonable means available.



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BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 6 of 13
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- b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.
- c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.
- d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.
 - (1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head



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and Chief Administrative Officer. Justification for the use of the rental car must accompany that request. Rental car costs will not be reimbursed without prior authorization except in the case of emergencies. Exceptions may be granted at the sole discretion of the Chief Administrative Officer or designated CAO staff.

5. Reimbursement Rates

- a. a. Maximum rates for reimbursement may not be exceeded unless due to special circumstances documented by the department head and approved by the Chief Administrative Officer. The amount of any reimbursement above the maximum shall be at the sole discretion of the Chief Administrative Officer.

- b. Private Auto

Travel by private auto in the performance of "official County business" shall be reimbursed at the Federal rate as determined by the Internal Revenue Service.

Mileage for travel shall be computed from the employee's designated work place. If travel begins from the employee's residence, mileage shall be calculated from the residence or work place, whichever is less. (For example, an employee who lives in Cameron Park and drives to a meeting in Sacramento, leaving from the residence will be paid for mileage from the residence to Sacramento and back to the residence.)

The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County



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officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

c. Meals

Actual meal expenses, within maximum allowable rates set forth below, may be reimbursed routinely out-of-county travel, and for in-county overnight travel. Meals will not be provided for in-county travel or meetings which do not involve overnight lodging, unless special circumstances are involved such as the following:

- (1) When meals are approved as part of a program for special training sessions, conferences, and workshops;
- (2) When employees traveling from the western slope of the county to Lake Tahoe and vice-versa are required to spend the entire work day at that location;
- (3) When the Director of Human Resources deems it appropriate to provide meals to a Human Resources interview panel;
- (4) When Senior Managers and/or Executives of El Dorado County or the El Dorado County Water Agency meet with executives of other governmental agencies, community organizations, or private companies in a breakfast, lunch or dinner setting in order to conduct County business. While such meetings are discouraged unless absolutely necessary to the efficient conduct of County or Water Agency business, such expenses for County managers require approval by the Chief Administrative Officer.



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Actual costs of meals may be reimbursed up to a total of \$40 per day without regard to how much is spent on individual meals (e.g., breakfast, lunch, dinner, snacks), and without receipts. If an employee is on travel status for less than a full day, costs may be reimbursed for individual meals within the rates shown below.

Breakfasts may be reimbursed only if an employee's travel consists of at least 2 hours in duration before an employee's regular work hours. Dinner may be reimbursed if travel consists of at least 2 hours in duration after an employee's regular work hours.

Maximum Allowable Meal Reimbursement

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$20.00
Total for full day	\$40.00/day

d. Lodging

- (1) Lodging within county may be authorized by a department head if assigned activities require an employee to spend one or more nights in an area of the county which is distant from their place of residence (e.g., western slope employee assigned to 2-day activity in South Lake Tahoe).
- (2) Lodging may be reimbursed up to \$125 per night, plus tax, single occupancy. The Chief Administrative Office may approve extraordinary costs above these limits on a case by case basis when



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the responsible department head and Chief Administrative Office determine that higher cost is unavoidable, or is in the best interest of the County.

- (3) Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.
- (4) Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.

e. Other Expenses

All other reasonable and necessary expenses (i.e., parking, shuttle, taxi, etc.) will be reimbursed at cost if a receipt is submitted with the claim.

Receipts are required except for those charges where receipts are not customarily issued, for example, bridge tolls and snow chain installation and removal fees. When specific cost guidelines are not provided by the county, reasonableness of the expense shall be considered by the



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department head and Chief Administrative Officer before deciding whether to approve.

Reasonable costs for snow chain installation and removal may be claimed and reimbursed. The purchase cost of snow chains would not be an allowable charge against the county.

6. Advance Payments

The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%), but no less than \$50.00. The "out of pocket" expenses may include meals, taxi and public transportation, lodging, parking, and pre-registration costs.

7. Compliance - Claimant Responsibility

It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel and expense claims. Any form completed improperly or procedure not followed may result in the return of a claim without reimbursement.

8. Procedures:

- a. Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.
- b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.



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- c. Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor's Department.
- d. Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller's office within five (5) working days of the scheduled departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.
- e. Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.
- f. Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.
- g. Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing at the



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end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and payment within the same fiscal year as the expense was incurred.

h. Expense Claim Form

For the purpose of travel and meeting expenses, the claim form is to be used for payments to vendors. The employee must obtain Department Head approval and submit the claim to the Auditor's Office within sixty (60) days of the incurred expense.

Exhibit E

HIPAA Business Associate Agreement

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

RECITALS

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

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

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

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

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

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

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

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

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

2. Scope of Use and Disclosure by BA of County Disclosed PHI

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

3. Obligations of BA. In connection with its use of PHI disclosed by COUNTY to BA, BA agrees to:
 - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308,164.310,164.312, and 164.504(e)(2). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule.
 - B. Report to COUNTY within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
 - C. Report to COUNTY in writing of any access, use or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the COUNTY, BA may be required to reimburse the COUNTY for notifications required under 45 CFR 164.404 and CFR 164.406.
 - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the COUNTY and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by COUNTY to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment and Disclosure Accounting. BA agrees to:
 - A. Provide access, at the request of COUNTY, within five (5) days, to PHI in a Designated Record Set, to the COUNTY, or to an Individual as directed by the COUNTY. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable COUNTY to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
 - B. Within ten (10) days of receipt of a request from COUNTY, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule

in the event that the PHI in BA's possession constitutes a Designated Record Set.

- C. To assist the COUNTY in meeting its disclosure accounting under HIPAA:
- (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if know, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
 - (2) Within in 30 days of notice by the COUNTY, BA agrees to provide to COUNTY information collected in accordance with this section to permit the COUNTY to respond to a request by an Individual for an accounting of disclosures of PHI.
- D. Make available to the COUNTY, or to the Secretary of Health and Human Services (the "Secretary"), BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide COUNTY a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.

5. Obligations of COUNTY.

- A. COUNTY agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by COUNTY that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. COUNTY agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. COUNTY agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.

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

6. Term and Termination.

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

7. Indemnity

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

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

MHSA Family Resource Center Client Registration Form

Date of Intake	Client Initials (First and Last)	Date of Birth	Gender	Age Group	Ethnicity	Primary Language	Other Cultural Groups	Veteran	Lives In

MHSA Family Resource Center
Client Registration Form

Legal Issue	Food and Nutrition Issue	Housing Issue	Gang-Related Issue	Other Issue	If Other Issue "Yes", Please List	CIOM - 1st Quarter Date Given	CIOM - 2nd Quarter Date Given	CIOM - 3rd Quarter Date Given	CIOM - 4th Quarter Date Given

Exhibit G
MHSA Family Resource Center
Year End Progress Report
Fiscal Year _____

Program/Services Implementation – Prevention and Early Intervention (PEI)

- 1) Briefly report on how the implementation of your MHSA program is progressing: whether implementation activities are generally proceeding as described in the County's approved Plan, any key differences, and any major challenges.

- 2) Provide a brief narrative description of progress in providing services to unserved and underserved populations, with emphasis on reducing racial/ethnic disparities.

- 3) Please provide the following information for your MHSA PEI project:
 - a) The problems and needs addressed by the Project.
 - b) The type of services provided.
 - c) Any outcomes data, if available (optional).
 - d) The type and dollar amount of leveraged resources and/or in-kind contributions (if applicable).

ID:

Date Form Completed:

Month Day Year

APRA/DMH ID:

Site ID:

Treatment Setting (Check ONE): Clinic: Community: Hospital: Residential:
Corrections: Other:

Exhibit H – Family Resource Center CIOM Consumer Feedback Form

Read each statement below and think about the services you have received.
Fill in the circle that best describes how you felt over the past two weeks.

	Agree	Somewhat Agree	Disagree	Does Not Apply
1. I am able to cope when things go wrong.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. I have little interest in doing things.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. I am not likely to misuse alcohol and other drugs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. My counselor/therapist/doctor respects me.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. I am doing better in work/school.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. I expect that things will get better for me as a result of receiving treatment.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. I am able to accomplish most of the things I want to do.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. I am making progress and thinking about how to prevent relapse.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. I have family or friends I can count on to help me if I need it.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. My counselor understands my problems.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. I have trouble with daily activities because of drinking or using drugs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. I am confident that my symptoms/problems will improve as a result of treatment.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13. I have thought about ending my life.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. I have been told my drinking (and/or drug use) is a problem.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15. I am bothered that I have no one to talk to when I am troubled.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
16. My physical health is not a problem.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
17. I worry that I will take my anger out on others.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
18. I often feel down, depressed or hopeless.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19. I have trouble concentrating.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
20. I am bothered by my symptoms.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
21. My counselor and I agree on the changes that would be good for me to make.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
22. I can manage feeling badly without using alcohol or illegal drugs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
23. I feel like I am losing control over my life.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ID:

Date Form Completed:
Month Day Year

Read each statement below and think about the services you have received.
Fill in the circle that best describes how you felt over the past two weeks.

	Agree	Somewhat Agree	Disagree	Does Not Apply
24. I am getting care for the physical health problems I have.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
25. I am not always able to control my temper.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
26. I am actively working to make changes in my life.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please check all that apply

27. In the past month, have you been

- employed full time
- employed part time
- involved in unpaid or volunteer work
- enrolled in job training
- enrolled in school
- involved in other work/school activities _____

specify

28. **Please check all of the places where you have lived in the past month**

- I lived in my own place (house, apartment, boarding room, nursing home, etc.)
- I lived at someone else's place
- I lived in residential treatment center (hospital, detox, group home, etc.)
- I lived in lots of places
- I was homeless
- I was in jail

29. **If your doctor prescribed medication as part of your mental health or substance abuse treatment please the statement that best describes you.**

Please check the statement that best describes one

- I never forget to take my medication the way my doctor told me to
- I take my medication most of the time, but occasionally I forget
- I take my medication until I start to feel better then I stop
- I seldom take my medication
- I do not take my medication

- Does not apply. No medication was prescribed for me.

Please tell us anything you think is important for us to know about you or the services you receive.



**Exhibit H
CIOM Consumer Feedback Form**

Fecha en que completa esta encuesta de clientes:

Completada con asistencia del personal:
Si: No:

Local ID:

Proveedor ID:

Cliente ID:

Se niega a contestar
Forma:

Sitio de Encuesta:	Programa/clínica : <input type="checkbox"/>	Comunidad: <input type="checkbox"/>	Nivel de Cuido: <input type="checkbox"/>	Centro de Salud Mental Comunitario: <input type="checkbox"/>
	Hospital: <input type="checkbox"/>	Residencial: <input type="checkbox"/>		
	Corrections: <input type="checkbox"/>	Teléfono: <input type="checkbox"/>	Wellness Center: <input type="checkbox"/>	Otro: <input type="checkbox"/>
	Otro: <input type="checkbox"/>		Centro de Apoyo: <input type="checkbox"/>	

Lea cada frase a continuación y piense como le están yendo las cosas en su vida. Rellene la casilla que mejor describe como se sintió en las <u>últimas dos semanas</u>. Solo indique "No se aplica" si usted no ha pasado por esa experiencia.	Casi siempre	Algunas veces	Rara vez o nunca	No se aplica
1. Yo puedo bregar si algo sale mal.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Tengo poco interes en hacer cosas.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Yo siento que tengo buenas oportunidades disponibles en mi vida.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Yo estoy satisfecho con la cantidad de actividad física que yo hago.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Me va bien en el trabajo/escuela/mis actividades preferidas.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Yo tomo parte en las decisiones sobre mi tratamiento.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. Yo logro la mayoría de las cosas que quiero hacer.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8. Estoy haciendo progreso hacia mis metas de bienestar y recuperación.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9. Yo tengo familia y amigos con quien divertirme.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10. Las herramientas y destrezas de bienestar y recuperación que yo uso me resultan eficaces.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11. Yo tengo problemas con las actividades de la vida diaria por el alcohol o el uso de drogas.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12. Recientemente yo he pensado en quitarme la vida.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13. Yo atiendo con regularidad a las reuniones de grupos de auto ayuda para el alcoholismo o el uso de drogas.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Recientemente me han dicho que yo tengo un problema con el alcohol o las drogas.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15. Estoy molesto por que no tengo familia o amistades con quien hablar cuando estoy preocupado.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
16. Mi salud física me preocupa.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17. Me siento triste, deprimido, que no hay esperanza que las cosas se	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



**Exhibit H
CIOM Consumer Feedback Form**

Lea cada frase a continuación y piense como le están yendo las cosas en su vida. Rellene la casilla que mejor describe como se sintió en las últimas dos semanas. Solo indique "No se aplica" si usted no ha pasado por esa experiencia.

	Casi siempre	Algunas veces	Rara vez o nunca	No se aplica
mejoren.				
18. Yo tengo problemas en concentrarme.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
19. Yo puedo manejar mis síntomas.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
20. Yo tengo una buena relación de trabajo con mi actual:				
compañero que me da apoyo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
consejero principal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
psiquiatra	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Yo utilizo drogas o alcohol para ayudarme a lidiar con mi día.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
22. Yo siento como que estoy perdiendo el control sobre mi vida.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
23. Yo estoy obteniendo atención para mis problemas de salud física que tengo.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
24. Yo me siento acogido y respetado por el personal.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
25. Actualmente yo estoy trabajando en hacer cambios positivos en mi vida.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
26. Yo tengo la responsabilidad de aprovechar las oportunidades que mejoren mi vida.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
27. Yo tengo oportunidades de participar en actividades sociales, espirituales y/o recreativas.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
28. El sentirme ansioso me detiene de hacer las cosas que me gustan hacer.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
29. Yo siento que mis necesidades sexuales están siendo satisfechas.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30. Hace poco hice algo que disfruté.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

31. El mes pasado, ha estado usted (indique todos los que aplican)

- empleado de tiempo completo
- empleado de medio tiempo
- involucrado en trabajo sin pago o voluntario
- matriculado en entrenamiento para trabajo
- matriculado en la escuela
- involucrado en otras actividades importantes _____ indique
- Ninguno de lo anterior



Exhibit H
CIOM Consumer Feedback Form

32. Favor indique todos los sitios donde ha vivido este mes pasado

- Viví solo en mi propia casa (casa, apartamento, etc.)
- Viví con mi familia
- Viví con mis compañeros de cuarto
- Viví en la casa de otra persona
- Yo viví en un centro residencial de tratamiento (casa de hospedaje y cuidado, asilo de ancianos, centro de detoxificación, casa para grupos, casa de recuperación, etc.)
- Viví en un hospital
- Viví en muchos lugares
- Estuve sin vivienda o desalojado
- Estuve en la cárcel
- Otro: _____

33. Si su doctor le recetó medicamentos como parte de su tratamiento de salud mental, favor indique la frase que mejor describe la manera en que usted se toma los medicamentos (escoja sólo una respuesta)

- Yo siempre me acuerdo de tomarme mis medicamentos de acuerdo con las instrucciones del médico
- Yo me tomo mis medicamentos la mayoría del tiempo, pero a veces se me olvida.
- Yo me tomo mis medicamentos hasta que me siento mejor y paro.
- Yo casi nunca me tomo mis medicamentos.
- Yo nunca me tomo mis medicamentos.
- Esto no se aplica. No me recetaron medicamentos.
- Actualmente no estoy tomando medicamentos pero quiero hablar de eso.

34. Favor revise las frases a continuación que describen como se siente sobre sus medicamentos.

- Yo siento que ya no necesito medicamentos.
- Me gustaría cambiar mi medicamento o la dosis.
- Mis medicamentos no están teniendo el resultado que yo esperaba.
- Yo tomo vitaminas, hierbas o suplementos dietéticos.
- Mis medicamentos me hacen sentir demasiado cansado.
- Mis medicamentos me ponen ansioso.
- Mis medicamentos interfieren con mi sexualidad.
- Mis medicamentos hacen que gane peso.
- No tengo los medios para comprar mis medicamentos.
- Mis medicamentos me están haciendo cayendo bien.
- Esto no se aplica. No me recetaron medicamentos.

Por favor dígnanos cualquier otra cosa que usted crea que es importante que nosotros sepamos sobre usted o los servicios que recibe.

Hay otros servicios que le gustaría recibir además de los servicios que recibe actualmente, o hay servicios que esta recibiendo que ya no quiere?

Exhibit I

**MHSA Prevention and Early Intervention
Group Attendance Sheet**

SLT FAMILY RESOURCE CENTER

Name of Group: _____

Date: _____

Group beginning and ending time: _____

Group facilitator(s):

Attendees (first name, last initial)

Attendees (first name, last initial)

Nombre Primero y Apellido Inicial

Nombre Primero y Apellido Inicial

Nombre Primero y Apellido Inicial	Nombre Primero y Apellido Inicial

EXHIBIT J

Exhibit B
Page 1 of 12

Mental Health Services Act Agreement

County: El Dorado

1. Compliance

In performance of this agreement, the County will fully comply with:

- a). The provisions of the Mental Health Services Act and all applicable regulations, related statutes, directives, policies, procedures and amendments.
- b). State of California, Department of General Services, Terms and Conditions which can be accessed at <http://www.documents.dgs.ca.gov/ol/GTC-307.doc>

The County will ensure diligence in managing programs under this agreement, including performing sufficient monitoring activities and taking prompt corrective action against known violations of the MHSA.

If, at any point during the duration of this Agreement, the state determines that the County is out of compliance with any provision in this Agreement, the State may request a plan of correction, after providing the County with written notification and the basis for the finding of noncompliance.

This agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the State and the County. The County represents and warrants it is free to enter into and fully perform this agreement.

2. Certification / Assurances

Except as otherwise indicated, the following certifications apply to all Counties:

- a). Unenforceable Provision: In the event that any provision of this agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect and shall not be affected hereby.
- b). Indemnification: Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.
- c). Performance Contract: The County acknowledges that this Agreement meets the requirements for the distribution of Mental Health Act Services funding in a Performance Contract as required in Chapter 2 of the Welfare & Institutions Code beginning with Section 5650 and agrees to comply with the provisions in Section 5650 – 5667 et seq.

3. Standards of Conduct

The following standards apply to all Counties:

- a). Every reasonable course of action will be taken by the County in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This

Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain.

- b). An executive or employee of the County or an elected official in the County, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the County or the State. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No member of the County Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.
- c). The State, by written notice to the County, may terminate the right of the County to proceed under this Agreement if it is found, after notice and hearing by the State, that gratuities were offered or given by the County or any agent or representative of the County to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such Agreement, provided that the existence of the facts upon which the State makes such findings that shall be an issue may be reviewed in any competent court.

In the event this Agreement is terminated as provided in the paragraph above, the State shall be entitled:

- (a) to pursue the same remedies against the County as it could pursue in the event of the breach of the Agreement by the County, and
- (b) as a predetermined amount of liquidated damages in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three times the cost incurred by the State in providing any such gratuities to any such officer or employee.

The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. The County warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the County, for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

- d). County employees, and sub-contractors and/or consultants retained by the County with funds provided under this agreement must comply with the provisions of Government Code Section 19990.

4. Subcontracting

The County certifies that:

- a). Any of the work or services specified in this agreement which will be performed by other than the County will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b). The County will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.

- c). The system for awarding contracts will contain safeguards to insure that the County does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds.
- d). Subcontractors will comply with the Confidentiality requirements set forth in provision 17 of this Agreement.

5. Insurance

The County hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term:

- Sufficient and adequate Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement and agrees to furnish to the State satisfactory evidence thereof at any time the State may request the same; and,
- Sufficient and adequate Liability Insurance to cover any and all potential liabilities and agrees to furnish to State satisfactory evidence thereof upon request by the State.

6. Resolution

The County must provide the State with a copy of a resolution, order, motion or ordinance of the local governing body which by law has the authority to enter into an agreement, authorizing execution of this Agreement. Documents submitted authorizing execution of the Agreement must reference the Agreement number and must contain a statement of approval by the local governing body.

Additionally, the County may designate an individual to act as fiscal and programmatic administrative agent for the purposes of this Agreement. If the County exercises this discretion, they must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing the designation of an agent. Preferably resolutions should authorize a designated position rather than a named individual.

7. Payment

Upon the approval date of this Agreement pursuant to an approved Three-Year Program and Expenditure Plan and/or annual update, with the exception of funds approved for local planning purposes, the State shall distribute MHSA funds for approved Three-Year Program and Expenditure Plans and updates to the County as follows:

- Seventy-Five percent (75%) of State Fiscal Year Plan Approved amount upon Three-Year Program and Expenditure Plan(s) approval or the start of the State Fiscal year, whichever is later;
- Twenty-Five percent (25%) of State Fiscal Year Plan Approved amount upon receipt by the State of completed fiscal and programmatic reports.

The County's failure to submit completed required fiscal and programmatic reports may affect future State Fiscal Year distributions.

Funds requested by the County and approved by the State for local planning purposes will be distributed in total upon approval by the State.

Funds assigned by the County as allowed under provision #10 of this Agreement will be distributed and/or transferred pursuant to the terms delineated in the Assignment document.

8. Accounting and Use of Funds

- a). The County shall utilize funds provided under this agreement in accordance with its approved Three-Year Program and Expenditure plan, the MHSA, state regulations and directives, policies and procedures established by the State.
- b). The County will comply with controls, record keeping and fund accounting procedure requirements of MHSA, and all applicable regulations, directives, policies and procedures to ensure the proper disbursement of, and accounting for, program funds paid to the County and disbursed by the County, under this Agreement.
- c). Income (including interest income) generated as a result of the receipt of MHSA activities, will be utilized in accordance with the MHSA, state regulations and directives, and policy and procedures established by the State. The County will account for any such generated income separately.
- d). The County shall account for MHSA funds in accordance with MHSA Section 5892 (f) and in a manner to allow the State to exercise its responsibility under MHSA Section 5892 (h).
- e). The County will identify, as a part of the proposed Three-Year Program and Expenditure Plan, a Prudent Reserve from allocations for client services. If approved, the Prudent Reserve will be retained by the County and must be accounted for separately in the local Mental Health Services Fund. The Prudent Reserve may not be expended unless approval is obtained through the Three-Year Program and Expenditure Plan Amendment process.

9. Amendments

This Agreement may be unilaterally modified by the State only under any of the following circumstances:

- a). A modification to the Agreement is required in order to:
 - provide planning funds in response to an approved request;
 - implement a program component under a County's Three-Year Program and Expenditure Plan in response to a County's approved request;
 - expand services under an existing program component under a County's Three-Year Program and Expenditure Plan in response to a County's approved request.
- b). There is an increase or decrease in state MHSA funding levels.
- c). There is a change in state law or regulation requiring a change in the provisions of this agreement.
- d). Funds awarded to the County have not been expended in accordance with the County's approved Three-Year Program and Expenditure Plan.

Except as provided above, this Agreement may be modified only in writing by the mutual agreement of both parties, through either the mandatory annual update process or by submission of a separate written request for amendment. Three-Year Program and Expenditure Plan amendments must follow the process outlined in the MHSA, regulations, directives, policies, and procedures.

Either the State or the County may request a Three-Year Program and Expenditure Plan Amendment.

No additional MHSA funds shall be provided to the County pursuant to the proposed amendment unless and until the State has approved the County's request.

10. Assignment

By mutual consent, the County may assign the funding reserved for the County for specific MHSA activities to the State for the purposes of implementing state administered MHSA projects. Such assignment will occur through an assignment agreement executed between the State and the County which specifies the purpose of the agreement and the source of funds. The State will retain the right to sub-contract for the provision of services intended by the assignment.

11. Reporting

The County will compile and submit reports of services, activities, performance attainment, expenditures, status of cash and closeout information by the specified dates as prescribed by the State in regulations, directives, and policies. Failure to adhere to the specified reporting requirements may result in funds not being released.

12. Termination

The State may terminate this agreement in whole or in part when it has determined that the County has substantially violated a specific provision of the MHSA regulations or implementing state legislation. The State will provide a termination notice in writing to the County.

Upon the County's receipt of notice of termination from the State, and except as otherwise directed in the notice, the County shall:

- A. Stop work on the date specified in the notice;
- B. Place no further orders or enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the Contract up to effective date of termination;
- C. Terminate all orders and subcontracts;
- D. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts;
- E. Deliver or make available to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the County under this Agreement, whether completed, partially completed, or in progress;
- F. In the event of termination, an equitable adjustment in the funds provided by this Agreement shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials, supplies, and expenses incurred pursuant to this Agreement prior to the effective date of termination;
- G. In the event an adjustment is made as specified in Item F above, the County will promptly return to the State all unexpended distributions advanced pursuant to Item 7 of the Agreement.

Notices to the County will be addressed to:

Director
El Dorado County Mental Health
344 Placerville Drive, Ste. 20
Placerville, CA 95667

13. Records

- a). The County will retain all records pertinent to this Agreement for a period of five (5) years from the date of expiration of this Agreement. If, at the end of five (5) years, there is litigation or an audit involving those records, the County will retain the records until the resolution of such litigation or audit.
- b). The State or their designee will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this Agreement. For purposes of this section, "access to" means that the County shall at all times maintain a complete set of records

and documents related to programs funded by this agreement and shall make these records available to the State or their designee in a central location. The County's performance under the terms and conditions herein specified will be subject to an evaluation by the State of the adequacy of the services performed, timeliness of response and a general impression of the competency of the County and its staff.

14. Audits

- a). From time to time, the State may inspect the facilities, systems, books and records of the County to monitor compliance with this Agreement. The County shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the State in writing. The fact that the State inspects, or fails to inspect, or has the right to inspect, the County's facilities, systems and procedures does not relieve the County of its responsibilities to comply with this Agreement. The State's failure to detect or detection, but failure to notify the County or require the County's remediation of any unsatisfactory practice, does not constitute acceptance of such practices or a waiver of the State's enforcement rights under this Agreement.
- b). The County will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors.
- c). The County and/or auditors performing monitoring or audits of the County or its sub-contracting service providers will immediately report to the State any incidents of fraud, abuse or other criminal activity in relation to this agreement, the MHSA, or its regulations.

15. Disallowed Costs

The County will use funds provided under this Agreement for the purposes specified in the MHSA and approved Three-Year Program and Expenditure Plan. Except to the extent that the State determines it will assume liability, the County will be liable for and will repay, to the State, any amounts expended under this Agreement found not to be in accordance with MHSA, applicable regulations, directives, policies and the Three-Year Program and Expenditure Plan or this agreement.

16. Conflict Resolution

Should a dispute arise between the County and the State relating to performance or disallowed costs under this Agreement, other than disputes governed by the dispute resolution process set forth in CCR, Title 9, Division 1, Chapter 11, the County shall, prior to exercising any other remedy that may be available, file a "Notice of Dispute" with the State within 15 (fifteen) days of discovery of the problem. Within 15 (fifteen) days, the State shall meet with the County, review the factors in the dispute, and recommend a means for resolving the dispute before a written response is provided to the County. The State shall provide a written response to the County within 30 (thirty) days of the meeting.

Notices of Dispute shall be sent to:

DMH Review/Appeal Officer
Department of Mental Health
1600 9th Street, Room 100
Sacramento, CA 95814
Telephone: (916) 654-2526
Fax: (916) 654-5591

In the event of a dispute, the language contained in this Agreement shall prevail over any other language, including that contained in the County's Three-Year Program and Expenditure Plan.

In the event the County disagrees with the State's written response to the Notice of Dispute, the County retains the right to appeal any determination of the State relating to County performance or disallowed costs under this Agreement. Appeals from determinations shall be conducted through the established appeals process for determinations by the State.

The County and the State shall continue to perform their duties and obligations under this Agreement during any dispute.

17. Confidentiality Requirements

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

1. General Requirements

- A. The County will not disclose data or documents or disseminate the contents of the final or any preliminary report without express permission of the Agreement Manager.
- B. Permission to disclose information or documents on one occasion or at public hearings held by the Department of Mental Health relating to the same shall not authorize the County to further disclose such information or documents on any other occasions.
- C. The County will not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this Agreement, or the Department of Mental Health's actions on the same, except to the Department of Mental Health staff, the County's own personnel involved in the performance of this Agreement, at a public hearing, or in response to the questions from a legislative committee.
- D. If requested by the State, the County shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the State and shall supply the State with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.
- F. After any data or documents submitted has become a part of the public records of the State, the County may, if it wishes to do so, at its own expense and upon approval by the Agreement Manager, publish or utilize the same but shall include the following legend:

LEGAL NOTICE: This report was prepared as an account of work sponsored by the Department of Mental Health, but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or the County or any of its Subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

- G. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- H. "Proprietary data" is such data as the County has identified in a satisfactory manner as being under County's control prior to commencement of performance of this Agreement and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Agreement is commenced.
- I. "Generated data" is that data, which a County has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the County in the performance of this Agreement at County expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
- J. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the State. Such data shall be property of the State.
- K. "Generated data" shall be the property of the State unless and only to the extent that it is specifically provided otherwise herein.
- L. The title to the County's proprietary data shall remain in the County's possession throughout the term of this Agreement and thereafter. As to generated data which is reserved to the County by express terms of this Agreement and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, the County shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at the County's own expense for a period of not less than three years after receipt by the State of the final report or termination of this Agreement and any and all amendments hereto, or for three years after the conclusion or resolution of any and all audits or litigation relevant to this Agreement, whichever is later.
- M. Prior to the expiration of such time and before changing the form of or destroying any such data, the County shall notify the State of any such contemplated action; and the State may within 30 days after said notification determine whether it desires said data to be further preserved and, if the State so elects, the expense of further preserving said data shall be paid for by the State. The County agrees that the State shall have unrestricted reasonable access to the same during said three-year period and throughout the time during which said data is preserved in accordance with this Agreement, and the County agrees to use best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.
- N. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

FOR THE STATE

Information Security Officer
Department of Mental health
1600 9th Street Room 150
Sacramento, CA 95814

FOR THE COUNTY

Information Security/Privacy Officer
344 Placerville Drive, Ste. 20
Placerville, CA 95667

2. Confidentiality Requirements relating to the Health Insurance Portability and Accountability Act (HIPAA)

- A. The County shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 d et seq. of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).
- B. Permitted Uses and Disclosures of IIHI by the County.
- (1) *Permitted Uses and Disclosures.* Except as otherwise provided in this Agreement, the County, may use or disclose IIHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
- (2) *Specific Uses and Disclosures Provisions.* Except as otherwise indicated in the Agreement, the County may:
- (a) Use and disclose IIHI for the proper management and administration of the County or to carry out the legal responsibilities of the County, provided that such use and disclosures are permitted by law.
- (b) Use IIHI to provide data aggregation services to The State. Data aggregation means the combining of IIHI created or received by the County for the purposes of this Agreement with IIHI received by the County in its capacity as the County of another HIPAA covered entity, to permit data analyses that relate to the health care operations of the State.
- C. Responsibilities of the County.
- The County agrees to prevent use or disclosure of IIHI other than as provided for by this Agreement. The County shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the County's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the IIHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of IIHI other than as provided for by this Agreement. The County shall provide the State with information concerning such safeguards as the State may reasonably request from time to time.

The County shall restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

The County shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g., IIHI) or sensitive data is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), the County shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.

The County shall:

- (1) Implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - (a) Network-based firewall and/or personal firewall
 - (b) Continuously updated anti-virus software
 - (c) Patch-management process including installation of all operating system/software vendor security patches
 - (2) Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers and PDAs) with a solution that uses proven industry standard algorithms. The County shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.
- D. **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to the County of a use or disclosure of IIHI by the County or its Subcontractors in violation of the requirements of this Agreement.
- E. **Agents and Subcontractors of the County.** To ensure that any agent, including a Subcontractor to which the the County provides IIHI received from the State, or created or received by the County, for the purposes of this Agreement shall comply with the same restrictions and conditions that apply through this Agreement to the County with respect to such information.
- F. **Notification of Electronic Breach or Improper Disclosure.** During the term of this Agreement, the County shall notify the State immediately upon discovery of any breach of Medi-Cal related IIHI and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the State Information Security Officer, within two business days of discovery, at (916) 651-6776. County shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. County shall investigate such breach and provide a written report of the investigation to the State Information Security Officer, postmarked within thirty (30) working days of the discovery of the breach to the address below:
- Information Security Officer
Office of HIPAA Compliance
California Department of Mental Health
1600 9th Street, Room 150
Sacramento, CA 95814
- G. **Employee Training and Discipline.** To train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose IIHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

- H. **Audits, Inspection and Enforcement.** From time to time, Subcontractor may inspect the facilities, systems, books and records of the County to monitor compliance with this Agreement. The County shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the Subcontractor Information Security Officer in writing. The fact that Subcontractor inspects, or fails to inspect, or has the right to inspect, the County's facilities, systems and procedures does not relieve the County of its responsibilities to comply with this Agreement. The State's failure to detect or detection, but failure to notify the County or require the County's remediation of any unsatisfactory practice, does not constitute acceptance of such practices or a waiver of the State's enforcement rights under this Agreement.
- I. **Termination for Cause.** Upon the State's knowledge of a material breach of this Agreement by the County, the State shall either:
- (1) Provide an opportunity for the County to cure the breach or end the violation and terminate this Agreement if the County does not cure the breach or end the violation within the time specified by the State.
 - (2) Immediately terminate this Agreement if the County has breached a material term of this Agreement and cure is not possible; or,
 - (3) If neither cure nor termination is feasible, the State Information Security Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services.
- J. **Judicial or Administrative Proceedings.** The State may terminate this Agreement, effective immediately, if (i) the County is found liable in a civil matter or guilty in a criminal matter proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation that the County has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws is made in an administrative or civil proceeding in which the County is a party.
- K. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, the County shall return or destroy all IIHI received from the State that the County still maintains in any form, and shall retain no copies of such IIHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IIHI to those purposes that make the return or destruction of such IIHI infeasible. This provision shall apply to IIHI that is in the possession of Subcontractors or agents of the County.
- L. **Miscellaneous Provisions.**
- (1) **Disclaimer.** The State makes no warranty or representation that compliance by the County with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for the County's own purposes or that any information in the County's possession or control, or transmitted or received by the County is, or will be, secure from unauthorized use or disclosure. The County is solely responsible for all decisions made by the County regarding the safeguarding of IIHI.
 - (2) **Assistance in Litigation or Administrative Proceedings.** The County shall make itself, and use its best efforts to make any Subcontractors, employees or agents assisting The County in the performance of its obligations under this Agreement, available to the State at no cost to the State to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the State, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the County and/or its Subcontractor, employee, or agent, except where the County or its Subcontractor, employee, or agent is a named adverse party.
 - (3) **No Third-Party Beneficiaries.** Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than

the State or the County and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.

- (4) Interpretation. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable laws.
- (5) Regulatory References. A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.
- (6) Survival. The respective rights and obligations of the County under Section 17.2 L (2) of this Agreement shall survive the termination or expiration of this Agreement.
- (7) No Waiver of Obligations. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

18. Signatures

This Agreement is of no force and effect until signed by both of the parties hereto. The County will not commence performance prior to the beginning of this Agreement or upon final approval.