

AGREEMENT FOR SERVICES #053-169-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 Family Connections El Dorado, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2860 Smith Flat School Road, Placerville, CA 95667 (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 the Western Slope of the County 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 County of El Dorado Health Services Department, Mental Health Division (MHD), 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 for Latino individuals and families consistent with the program description in Exhibit A, marked "Family Connections Promotora Program Description," incorporated herein and made by reference a part hereof. Transportation support and travel related to program service delivery are incorporated in the program design, as well. This strategy is intended to promote mental health, decrease mental illness, and provide early intervention service linkage to mental health services, thereby decreasing the mental health disparities experienced by the Latino population.

Section 1.02 Service delivery data collection is a critical component of the Agreement. Therefore, Exhibit B marked "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.

Section 1.03 CONTRACTOR will attest that those employees performing services under this Agreement (i.e. Clinical Supervisor and Promotora) have met the credentials requirements and are qualified to perform the functions and duties listed in Exhibit A.

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 XI and Article XII 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, 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 may include mileage costs associated with the Promotora services, per Exhibit C.

Section 3.05 In addition to those services listed in Section 3.04, reimbursable expenses may also include relevant training and related travel that is pre-approved in writing by the MHD. Original receipts, invoices, or other proof of payment must be submitted with any monthly invoice that includes a claim for relevant training and related travel, noting the purpose for the training and related 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 3.06 The total reimbursable amount for expenses for mileage, relevant training and related travel will not exceed \$3,600 (note, however, that any amount not expended for mileage/training/travel may be utilized for other services authorized by this Agreement).

Section 3.07 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 3.08 The total amount of this agreement shall not exceed \$96,660.

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. 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 “Family Connections El Dorado, Inc. Client Registration,” 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 Connections 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;
- If peer and/or family support groups or psycho-educational groups are provided by the Promotoras, a confidential Group Attendance Sheet (Exhibit I, incorporated herein and made by reference a part hereof) shall be maintained in a secure place at the CONTRACTOR's 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 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. LIMITATION OF COUNTY LIABILITY FOR DISALLOWANCES

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

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

Article VI. DEBARMENT AND SUSPENSION CERTIFICATION

By signing this Agreement, the CONTRACTOR agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 45 CFR 76.

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

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

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

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

If the CONTRACTOR knowingly violates this certification, in addition to other remedies available to the Federal Government, COUNTY may terminate this Agreement for cause or default.

Article VII. CHANGES TO AGREEMENT

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

Article VIII. CONTRACTOR TO COUNTY

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

Article IX. ASSIGNMENT AND DELEGATION

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

Article X. INDEPENDENT CONTRACTOR/LIABILITY

CONTRACTOR is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. CONTRACTOR exclusively assumes responsibility for acts of its employees, associates, and 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 XI. 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 XII. DEFAULT, TERMINATION, AND CANCELLATION

Section 12.01 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 12.02 Bankruptcy

This Agreement, at the option of the COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONTRACTOR.

Section 12.03 Ceasing Performance

COUNTY may terminate this Agreement in the event CONTRACTOR ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

Section 12.04 Termination or Cancellation without Cause

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

Article XIII. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, 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:

FAMILY CONNECTIONS EL DORADO, INC.
2860 SMITH FLAT SCHOOL ROAD
PLACERVILLE, CA 95667
ATTN: WENDY WOOD, CHIEF EXECUTIVE OFFICER

or to such other location as the CONTRACTOR directs.

Article XIV. 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 XV. INSURANCE

Section 15.01 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 15.02 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 15.03 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 15.04 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 15.05 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 15.06 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 15.07 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 15.08 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 15.09 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 15.10 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 15.11 CONTRACTOR's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

Section 15.12 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 15.13 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 XVI. INTEREST OF PUBLIC OFFICIAL

No official or employee of COUNTY who exercises any functions or responsibilities in review or approval of services to be provided by CONTRACTOR under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of COUNTY have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Article XVII. INTEREST OF CONTRACTOR

CONTRACTOR covenants that CONTRACTOR presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract

connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed by CONTRACTOR.

Article XVIII. CONFLICT OF INTEREST

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

Article XIX. CALIFORNIA RESIDENCY (FORM 590)

All independent contractors providing services to the COUNTY must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The contractor will be required to submit a Form 590 prior to execution of an Agreement or COUNTY shall withhold seven (7) percent of each payment made to the contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

Article XX. TAXPAYER IDENTIFICATION NUMBER (FORM W-9)

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

Article XXI. COUNTY BUSINESS LICENSE

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

Article XXII. ADMINISTRATOR

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

Article XXIII. AUTHORIZED SIGNATURES

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

Article XXIV. PARTIAL INVALIDITY

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

Article XXV. VENUE

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

Article XXVI. ENTIRE AGREEMENT

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

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By 
Neda West, Director
Health Services Department

Dated: 6-10-11

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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 --

FAMILY CONNECTIONS EL DORADO, INC.
A CALIFORNIA CORPORATION

By: _____
Wendy Wood
Chief Executive Officer
"CONTRACTOR"

Dated: _____

Exhibit A
Family Connections
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 unserved 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 Promotoras

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 educational groups.

1. Promotoras serving the Latino community address the following social and emotional challenges that Latinos face in California:
 - a. Problems with housing;
 - b. Difficulties at work;
 - c. Exposure to violence;
 - d. Lack of health insurance and access to affordable, quality healthcare;
 - e. Linguistic barriers;
 - f. Lack of culturally competent care;
 - g. Lack of knowledge regarding how to navigate healthcare systems;
 - h. Scarcity of services;
 - i. Stigma

2. Specifically, the Promotora functions include:
 - a. Promotoras are community members who serve as liaisons between their community and health, human and social service organizations.
 - b. As liaisons, Promotoras often play the roles of advocate, educator, mentor, outreach worker, role model, translator and more.
 - c. 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.
 - d. Promotora services are delivered, for the most part, through home visits and educational group presentations, but also include health promotion strategies that impact knowledge, attitudes, and practices on a community level.

- e. 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.
- f. The Promotora model of community outreach is based on a Latin American program-type that reaches underserved populations through peer education.
- g. 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 are 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 educational group model for the duration of the mental health need and/or symptoms. In addition, bilingual/bicultural Spanish-speaking early intervention peer support 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 Family Connections is provided by the Clinical Supervisor.

1. Promotora

a. Role & Function:

- Bilingual/bicultural peer community health worker/family advocate will implement the Promotora Model, by providing community-based outreach, peer education, resource guidance and support, transportation, interpretation, prevention, early intervention, and engagement services at multiple community sites, neighborhoods, and in homes to Latino adults, children and families on the Western Slope of the County. Promotoras will assist in identifying mental health needs and service options, appropriateness of services, and accessing services.

b. Credentials:

- Minimum of 4 years experience in prevention and early intervention home visitation and family support services including: community outreach, engagement, health education and support, liaison with community, resource and referral.
- High School Diploma/GED required.
- Familiar with and integrated into the Latino communities on the Western Slope of the County.
- 2 years of college in the field of Human Services preferred.
- Bilingual/bicultural Spanish required.

2. Supervisor

a. Role & Function:

- Conduct weekly supervision to Promotoras for the following purposes including, but not limited to: case management, case conceptualization, assessments, client status, client management, program guidance, reflective supervision, contract documentation and reporting to contractor.

b. Credentials:

- Minimum 2 years of clinical and program supervision in health and human services and mental health.
- MA in Counseling required.
- Licensed Clinical Therapist preferred.

EXHIBIT C
Fee Schedule
FY 11/12

Family Connections El Dorado, Inc.

		Maximum
Promotora	\$26.87	\$89,010
Clinical Supervisor	\$42.43	\$4,050
<hr/>		
Personnel Total		\$93,060

Reimbursable Expenses
Not to exceed \$3,600

Relevant Training and associated Travel expenses must be approved in advance by the MHD.

Mileage rate as set by IRS, except for vehicle purchased by El Dorado County which will be reimbursed at \$.27 per mile.

Every effort should be made to use the El Dorado County purchased vehicle for work performed under this agreement.

Total Not to Exceed Amount **\$96,660**



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

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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

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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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BOARD OF SUPERVISORS POLICY**

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 7 of 13
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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.



**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 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
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?
