

15

AGREEMENT FOR SERVICES 040-S1411
Wennem Wadati: A Native Path to Healing

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 Foothill Indian Education Alliance, a California non-profit public benefit corporation qualified as a tax exempt organization under Section 501 (c)(3) of the Internal Revenue Code of 1986, whose principal place of business is 100 Forni Road, Placerville, CA 95667 (Mailing address: P.O. Box 1418, El Dorado, CA 95623 (hereinafter referred to as "Contractor"), and whose Agent for Service of Process is Sue Merritt 8070 Joaquin Way, La Trobe, CA 95682.

RECITALS

WHEREAS, County has determined that it is necessary to obtain a contractor to provide Cultural Specialists from the Native American community to conduct the Wennem Wadati (A Native Path to Healing) program, using prevention and early intervention strategies to promote mental health in the Native American community for the Health and Human Services Agency, Mental Health Division ("HHSA"); 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 (hereinafter any reference to "State" shall mean the State of California unless otherwise specified) 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 County of El Dorado Charter, Section 210 (b) (6) and/or Government Code 31000.

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

ARTICLE I

Scope of Services: Contractor shall provide Cultural Specialists and a Student Leadership/Prevention Activities Specialist from the Native American community to conduct the Wennem Wadati (A Native Path to Healing) program, using various prevention and early intervention ("PEI") strategies to address all age groups in the target population with the intent to promote mental health well-being, improve wellness, and decrease health disparities experienced by the Native American community.

These specialists are defined as Native American community members working in a professional capacity who access unique cultural contexts and characteristics through the use of traditional Native American healing approaches. Pursuant to provisions under the Article contained herein titled, "Assignment and Delegation," County and Contractor mutually agree that Contractor will be using subcontracted services for Cultural Specialists. Contractor shall submit the names and credentials of proposed subcontractors to County Contract Administrator. County's written approval of each subcontractor must be received prior to subcontractor performing services under this Agreement 040-S1411.

Contractor will use culturally specific PEI strategies to promote mental health and will provide crisis intervention support for Native American youth consistent with the program services described below as well as the program and position descriptions in Exhibit A, marked "Wennem Wadati (A Native Path to Healing) Program Description," incorporated herein and made by reference a part hereof.

Direct Program Services: Services will be provided by Cultural Specialists and Student Leadership/Prevention Activities Specialists familiar with the Native American community and culture. Specific direct program services provided will include but may not necessarily be limited to:

- A. **Outreach:** Outreach to Native American youth and families to encourage participation in the Wennem Wadati activities, promote mental health well-being, improve wellness, and decrease health disparities experienced by this population.
- B. **Crisis Response:** A dedicated telephone crisis line will be available from 8 a.m. to 8 p.m. Monday through Friday to provide students' access to a Native American mental health Cultural Specialist who will be available via answering service to respond, by telephone or in person, to situations where Native American students are experiencing a mental health crisis. If additional action is required, a referral will be made as deemed appropriate by the Cultural Specialist responding to the call.
- C. **Talking Circles:** Talking Circles, pursuant to Exhibit A, Section D, "Strategies," will be conducted at schools and other community-based sites that are accessible to Native American youth, each facilitated by Cultural Specialists, as defined in Exhibit A, Section E, "Cultural Specialists."
- D. **Family Gatherings:** Monthly traditional gatherings and cultural activities designed to spread cultural knowledge and support family preservation, as defined in Exhibit A, Section D, "Strategies." Gatherings/activities will be held at the Foothill Indian Education Alliance in Placerville, CA or at other community-based sites agreed upon by the group and accessible to the target population.
- E. **Youth Activities:** Prevention and Youth Activities pursuant to Exhibit A, Section D, "Strategies," will be conducted at various community sites. Generally, these activities will be conducted by the Student Leadership/Prevention Activities Specialists, as defined in Exhibit A, Section F, "Student Leadership/Prevention Activities Specialists."

Activity Delivery: Refers to staff time directly related to preparing for Direct Program Services, such as preparing for client appointments (e.g., researching resources available to meet client needs), preparation for outreach events (e.g., development and preparation of materials, handouts, brochures), and preparation for Talking Circles, Family Gatherings and Youth Activities.

Administrative Services: Specific administrative services will include but may not necessarily be limited to:

- A. **Approved Training:** Program-specific training.
- B. **Program Evaluation:** Collection of data and submission of reports as set forth below under “Performance Requirements,” Item E, “Documentation and Reporting Requirements.”
- C. **Community Strengthening and Collaboration:** Attendance and participation in collaborative meetings as set forth below in “Performance Requirements,” Item B, “Collaboration.”
- D. **Cultural Competency/Quality Improvement/Contract Meetings:** Meetings with HHSA on an as requested basis for purposes of cultural competency, service integration, quality improvement, and to review the Contractor’s activities under this Agreement.
- E. **General Administrative:** Other Wennem Wadati program-related activities not specifically identified in the above categories.

Performance Requirements: By signing this Agreement, Contractor shall ensure that its employees, contractors, subcontractors, volunteers, and interns providing services under this Agreement shall adhere to the following:

- A. **Code of Conduct:** Contractor shall establish a written Code of Conduct applicable to employees, contractors, subcontractors, volunteers, interns, and the Contractor’s Board of Directors that shall include but are not be limited to standards related to drugs and alcohol; professional relations with clients; prohibition of sexual relations with clients; and conflict of interest. All employees, contractors, subcontractors, 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 the 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 and, prior to providing any services pursuant to this Agreement, a copy of the Code of Conduct shall also be provided to the Contract Administrator.
- B. **Collaboration:** Contractor serves as a critical component of the HHSA system of care when providing services under this Agreement. Communication and collaboration are essential to effective service delivery. Contractor will participate in:
 - 1. Community Strengthening Group meetings (comprised of County agencies and local providers) normally scheduled monthly in Placerville, CA;
 - 2. Quarterly Cultural Competency Meetings scheduled by County; and
 - 3. Periodic service collaboration meetings as requested by County.These collaborative meetings are for the purposes of collaboration, service integration, quality improvement, and to review the Contractor’s activities under this Agreement.
- C. **Confidentiality:** Prior to providing any services pursuant to this Agreement, all employees, contractors, subcontractors, volunteers, and 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. A copy of the Contractor’s Confidentiality Agreement shall be provided to the Contract Administrator prior to providing any services pursuant to this Agreement.
- D. **Cultural Competency:** Contractor shall provide services required under this Agreement in an atmosphere of cultural competency and shall offer services that will meet the needs of participants from different cultural backgrounds. Free interpretation services shall be provided by Contractor to clients at no charge to County. Contractor’s staff shall participate in the MHD’s quarterly Cultural Competency Meetings.

E. Documentation and Reporting Requirements: It is understood and agreed that access to Contractor’s data and information is essential for County, and that Contractor shall cooperate in identifying and providing this data and information to County to document the services provided and to demonstrate the outcomes and value of this MHSA program. Documentation shall include, but may not be limited to:

1. “Casey Life Skills American Indian Assessment Supplement Youth Assessment,” (“Casey Life Skills Assessment”) incorporated herein as Exhibit B and made by reference a part hereof, administered when a student joins the Talking Circles and when they end their participation. Exhibit B is for purposes of example only and Contractor is responsible for ensuring the Casey Life Skills Assessment is administered in accordance with the requirements of Casey Family Programs.
2. “MHSA Prevention and Early Intervention Group/Activity Sign-in Sheet,” incorporated herein as Exhibit C and made by reference a part hereof. This sign-in sheet shall be used if peer and/or family support groups or psycho-educational groups such as Talking Circles and Family Gatherings, are provided by the Cultural Specialists; or when the Student Leadership/Prevention Activities Specialist conducts leadership activities. This form is for purposes of example only and may be modified to incorporate improvements in design that are mutually acceptable to the parties and approved in writing by Agreement’s Contract Administrator.
3. Program Outcome Measures: Include but are not limited to data supporting the following program outcome measures:
 - a. Improve the overall mental health care of Native American individuals, families, and communities;
 - b. Reduce the prevalence of alcoholism and other drug dependencies;
 - c. Maximize positive behavioral health and resiliency in Native American individuals and families reducing suicide risk, prolonged suffering, and incarceration;
 - d. Reduce school drop-out rates; and
 - e. Support culturally relevant mental health providers and their prevention efforts.

Additional documentation related to PEI program outcomes measures is under development and Contractor agrees to provide County with such additional information as may be necessary for reporting purposes.

Contractor shall provide service reports including, but not necessarily limited to the following:

Reporting Requirements	
Deadline	Description
Monthly	“Foothill Indian Education Alliance – Monthly Service Delivery Report,” incorporated herein as Exhibit D and made by reference a part hereof, as currently addressed in the Article contained herein titled, “Compensation for Services.” This form is for purposes of example only and may be modified to incorporate improvements in design that are mutually acceptable to the parties and approved in writing by Agreement’s Contract Administrator.
Quarterly	Thirty (30) days after the end of each quarter, Contractor shall provide documentation of client registration in each calendar quarter (e.g., Report for July 1 st through September 30 th is due October 31 st , etc.). This confidential document shall be

	submitted electronically to County through a HIPAA-compliant confidential server and to which County shall provide Contractor access. Information shall include but may not be limited to: date of intake, unique client identifier, date of birth, gender, age group (including whether the client falls in the 16-25 years group), ethnicity, primary language, other cultural groups, whether or not the client is a veteran, where the client lives, and any specific issues, including: mental health, child care, physical/dental health, school, financial, employment, violence, transportation, interpretation/translation, legal, food/nutrition, housing, gang-related, or other issue. This list is not all inclusive and may be modified to incorporate improvements in design that are mutually acceptable to the parties and approved in writing by Agreement's Contract Administrator.
Year-End	An annual report to include the topics identified in the "MHSA Foothill Indian Education Alliance Year End Progress Report Topics," incorporated herein as Exhibit E and made by reference a part hereof, shall be submitted to County Contract Administrator annually (anticipate thirty [30] days following fiscal year-end; however, specific due dates may vary and will be established by HHSA to enable compliance with the State Department of Health Care Services' deadlines). This report includes a summary analysis of the Casey Life Skills Assessment administered to Talking Circle participants, program accomplishments, community collaboration activities, program activities offered, and program outcome measures. This form is for the purpose of example only and may be modified to incorporate improvements in design that are mutually acceptable to the parties and approved in writing by Agreement's Contract Administrator.

F. Mandated Reporter Requirements: California law requires that certain persons are mandated to report suspected child abuse, suspected dependent adult abuse, and suspected domestic violence. Contractor acknowledges and agrees to comply with the following State-required mandated reporter regulations as they apply to the services being rendered by Contractor:

1. California Penal Code Sections 11160-11163, which covers suspected domestic violence; and
2. California Penal Code, Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4, also known as The Child Abuse and Neglect Reporting Act; and
3. Welfare and institutions Code Section 15630, which covers suspected dependent adult abuse.

Failure to comply with these reporting requirements may lead to a fine of up to \$1,000 and/or up to six months in jail. A person who makes a report in accordance with these mandates shall not incur civil or criminal liability as a result of any report required or authorized by the above regulations.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period July 1, 2013 through June 30, 2014 unless earlier terminated pursuant to the provisions contained herein under the Articles titled "Fiscal Considerations" or "Default, Termination, and Cancellation."

//

//

ARTICLE III

Compensation for Services:

- A. 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 County Health and Human Services Agency Director or Director’s designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides services in accordance with the Article titled “Scope of Services.” Each invoice shall contain the signature of Contractor’s authorized representative confirming fees charged and verifying that all information on the invoice is valid and correct. It is requested, but not a requirement of this Agreement, that all original signatures be made using blue ink.

- B. For satisfactory 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 “Foothill Indian Education Alliance – Monthly Service Delivery Report” (Exhibit D), which must accompany each invoice submitted. Payment shall be made only for actual services rendered as documented on said reports.

Direct Program Services (Outreach, Crisis Response, Talking Circles, Family Gatherings, and Youth Activities) shall account for a minimum of seventy percent (70%) of the total expenditures (calculated annually) incurred under this Agreement. Activity Delivery shall account for a maximum of twenty percent (20%) of the total expenditures (calculated annually) incurred under this Agreement. Administrative Services shall account for a maximum of ten percent (10%) of the total expenditures (calculated annually) incurred under this Agreement.

In addition to those services specifically addressed in the Article contained herein titled, “Scope of Services,” reimbursable expenses may also include relevant training and related travel, and activity costs pursuant to this “Compensation for Services” Article, provided such reimbursable expenses are pre-approved in writing by the Contract Administrator. Original receipts, invoices, or other proof of payment must be submitted with any monthly invoice that includes a claim for Reimbursable Expenses, noting the purpose for the activities costs, supplies, expenses, training, or travel. Reimbursable travel shall be in accordance with Exhibit F, marked “County of El Dorado, California, Board of Supervisors, Travel Policy (D-1),” incorporated herein and made by reference a part hereof.

- C. For the purposes of this Agreement, the hourly rate(s) paid to Contractor shall be all inclusive (e.g., compensation, administrative overhead, office supplies, mileage, communication, fees, insurance, postage, printing and duplication). Cultural Specialist and Student Leadership/Prevention Activities Specialist services shall be reimbursed at the following rates:

Service	Rate
Cultural Specialist	\$65.00 per hour
Student Leadership/Prevention Activities Specialist	\$17.50 per hour

- D. Invoices / Remittance shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled “Notice to Parties.”

Mail invoices to:	Mail remittance to:
Health and Human Services Agency 3057 Briw Road, Suite B Placerville, CA 95667 Attn: Health Services Fiscal Unit	Foothill Indian Education Alliance P.O. Box 1418 El Dorado, CA 95623

E. Not to Exceed: Compensation for services provided under this Agreement shall not exceed \$125,725 for both the services and term of this Agreement. In no event shall County be obligated to pay Contractor for any amount above the Not-to-Exceed amount of this Agreement.

ARTICLE IV

Access to Records: Contractor shall provide Federal, State, or County authorities with access to any books, documents, papers and records of Contractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. Contractor further acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code Section 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain all books, documents, papers, and records necessary to demonstrate performance under this Agreement for a period of at least three years after final payment or for any longer period required by law.

ARTICLE V

Special Terms and Conditions: By signing this Agreement, Contractor acknowledges funding for services under this Agreement is provided by the Mental Health Services Act (“MHSA”) of 2004. As sub recipient of MHSA funds under this Agreement, Contractor agrees to comply with all applicable provisions of the State of California Standard Agreement between County and the California Department of Health Care Services for “Mental Health Services Act Agreement” available at www.edcgov.us, Mental Health Department, Mental Health Contractor Resources, “Mental Health Services Act Agreement.”¹ Noncompliance with the aforementioned terms and conditions may result in termination of this Agreement by giving written notice as detailed in the Article titled, “Default, Termination, and Cancellation.”

Contractor shall comply with all terms and conditions of the Mental Health Services Act Agreement between the County and DHCS specifically including but not limited to:

- A. Audits: The Contractor shall maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors.
- B. Compliance: Contractor shall comply with all provisions of the MHSA, applicable regulations, related statutes, directives, policies, procedures and amendments, as well as the State of California Department of General Services Terms and Conditions GTC-307.
- C. Confidentiality Requirements: Contractor shall comply with the terms and conditions as provided in the MHSA Plan Agreement.

¹http://www.edcgov.us/Government/MentalHealth/Mental_Health_Contractor_Resources.aspx

1. The Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without express permission of the Agreement Manager.
 2. Permission to disclose information or documents on one occasion or at public hearings held by the County or State Departments of Mental Health relating to the same shall not authorize the Contractor to further disclose such information or documents on any other occasions.
 3. The Contractor shall 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 County or State Departments of Mental Health staff, the Contractor's own personnel involved in the performance of this Agreement, at a public hearing, or in response to the questions from a legislative committee.
 4. If requested by the County or State, the Contractor shall require of 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.
- D. Conflict Resolution: Should a dispute arise between the Contractor and the County relating to services provided under this Agreement governed by the dispute resolution process set forth in California Code of Regulation (CCR) Title 9, Division 1, Chapter 14, §5845(d)(10), County and Contractor shall followed the California Department of Mental Health Issue Resolution Guidance dated October 2011 available at http://www.dmh.ca.gov/Prop_63/MHSA/Issue_Resolution.asp and incorporated by reference herein.

For any disputes other than those governed by the dispute resolution process set forth in California Code of Regulation (CCR) Title 9, Division 1, Chapter 14, §5845(d)(10), the Contractor and County shall follow the County of El Dorado MHSA Issue Resolution Process available at http://www.edcgov.us/Government/MentalHealth/MHSA_Issue_Resolution_Process.aspx and incorporated by reference herein.

- E. Disallowed Costs: The Contractor shall use funds provided under this Agreement only for the purposes specified in this Agreement and the MHSA.
- F. Record Retention: Contractor agrees to make all of its books and records pertaining to the goods and services furnished under the terms of the contract available for inspection, examination, or copying by authorized County, State or Federal agencies, or their duly authorized representatives, at all reasonable times at Contractor's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five (5) years from the close of the County's fiscal year in which the contract was in effect, or any longer period as may be required by Federal or State law including, but not limited to any record retention laws pertaining to minors, psychiatric health facilities, psychology clinics, psychologists and/or other licensed professionals. If at the end of the applicable retention period, there is litigation or an audit or other investigation involving those books or records, Contractor shall retain the books or records until the resolution of such litigation, audit, or investigation.
- G. Standards of Conduct: The following standards apply to Contractor and, in the event County agrees in writing to Contractor subcontracting services under this Agreement, pursuant to the Article titled "Assignment and Delegation," Contractor shall ensure the following standards are included in any subcontract hereto:
- H. Every reasonable course of action shall be taken to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from efforts to gain person, financial or political gain.

- I. Any executive or employee of the Contractor shall 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 shall be used solely for purposes allowed under this Agreement. No member of the 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.
- J. The County, by written notice to the Contractor, may terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the County or State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County or 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 fact upon which the County or State makes such findings that shall be an issue may be reviewed in any competent court.
- K. In the event this Agreement is terminated as provided in the paragraph above, the County or State shall be entitled:
- L. To pursue the same remedies against the Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and
- M. 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 (3) times the cost incurred by the County or State in providing any such gratuities to any such officer or employee.
- N. The rights and remedies of the Contractor 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 Contractor 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 Contractor, 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.
- O. Contractor, and any subcontractors and/or consultants retained by the Contractor with funds provided under this Agreement must comply with the provisions of California Government Code Section 19990, et seq.
- P. Subcontracting: The Contractor certifies that:
 1. Any work or services specified in this Agreement which will be performed by other than the Contractor shall be evidenced by a written Agreement specifying the terms and conditions of such performance.
 2. The Contractor shall 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.
 3. The system for awarding contracts will contain safeguards to ensure that the Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds.
 4. Subcontractors shall comply with the Confidentiality requirements set forth in the Article

titled "Confidentiality Requirements" of this Agreement.

ARTICLE VI

Release of Information: Contractor shall ensure that County Health and Human Services Agency is included as a receiving party on all Release of Information forms used in the performance of services under this Agreement.

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

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. In the event County agrees in writing that Contractor may subcontract for services under this Agreement, Contractor shall require that all subcontractors comply with all terms and conditions of this Agreement, and all pertinent Federal and State statutes and regulations.

ARTICLE IX

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 X

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 shall 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 that 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 XI

Default, Termination, and Cancellation

A. 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.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. 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.
- D. 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 shall 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.

- E. Transfer of Records: In the event that Contractor ceases operation, all files that are subject to audit shall be transferred to the County for proper storage of physical records and electronic data. Contractor shall notify County of impending closure as soon as such closure has been determined, and provide County with a complete list of records in its possession pertaining to County clients and operational costs under this Agreement. County shall promptly advise Contractor which records are to be transferred to the custody of County. Records not transferred to custody of County shall be properly destroyed by Contractor, and Contractor shall provide documentation of proper destruction of all such records to County.

ARTICLE XII

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 AND HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

With a copy to:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
360 FAIR LANE
PLACERVILLE, CA 95667
ATTN: TERRI DALY, PURCHASING AGENT

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

FOOTHILL INDIAN EDUCATION ALLIANCE
P.O. BOX 1418
EL DORADO, CA 95623
ATTN: JAMES MARQUEZ, EXECUTIVE DIRECTOR

Or to such other location as the Contractor directs.

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract

Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XIII

HIPAA Compliance: By signing this Agreement, Contractor agrees to comply with Exhibit G, Business Associate Agreement, attached hereto and incorporated by reference herein.

ARTICLE XIV

Indemnity: The Contractor shall defend, indemnify, and hold the County, its Officers, employees, agents, and representatives harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's 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

Debarment and Suspension Certification: By signing this agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations and Contractor further certifies to the best of its knowledge and belief that it and its principals or affiliates, or any sub-contractor utilized under the agreement:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification 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 the above Paragraph 2;
- D. Have not within a three (3)-year period preceding this 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 or subrecipient covered transaction with any person(s) who are proposed for debarment under Federal regulations or are 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 or subrecipient covered transactions.

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 and State Governments, County may immediately terminate this Agreement for cause or default.

ARTICLE XVI

Insurance: 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 Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. 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.
- F. 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.
- G. 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 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, in addition to any other remedies it may have, County may terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- I. 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 in excess of the Contractor's insurance and shall not contribute with it.
- J. 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.
- K. 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.
- L. 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.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. 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.
- O. 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 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 shall 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): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXI

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXII

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 XXIII

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 XXIV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Ren Scammon, Program Manager I, or successor.

ARTICLE XXV

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 XXVI

Litigation: The County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the County of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

ARTICLE XXVII

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 XXVIII

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 XXIX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXX

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 CONTRACT ADMINISTRATOR CONCURRENCE:

By: Ren Scammon
Ren Scammon, Program Manager I
Health and Human Services Agency

Dated: 8/29/13

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 
Donald Ashton, M.P.A., Interim Director
Health and Human Services Agency

Dated: 9/3/2013

IN WITNESS WHEREOF, the parties hereto have executed this Agreement 040-S1411 on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: 10/1/13

By: 
Ron Briggs, Chair
Board of Supervisors
"County"

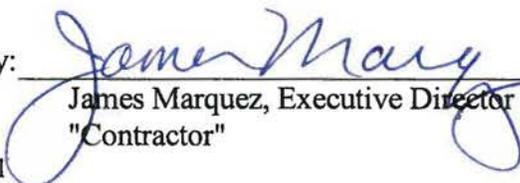
ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 10/1/13

- - CONTRACTOR - -

**FOOTHILL INDIAN EDUCATION ALLIANCE, INC.
A CALIFORNIA CORPORATION**

By: 
James Marquez, Executive Director
"Contractor"

Dated: 9/4/13

kgf

EXHIBIT A

Wennem Wadati (A Native Path to Healing) Program Description Program Outline

A. Purpose: The County of El Dorado's Native American Resource Collaborative (NARC) has designed a program called "Wennem Wadati: A Native Path to Healing," which applies a combination of mental health services and traditional cultural teachings unique to the local American Indian community as a prevention and early intervention strategy. The Program was designed to provide culturally-specific Native American prevention and early intervention services in order to improve wellness and decrease health disparities experienced by this population.

B. Target Population: NARC's mission is to improve the mental, physical, social, and spiritual health of approximately 6,000 American Indians living in the County of El Dorado. It has been well documented that American Indians suffer from a disproportionate level of health-related problems compared to other American ethnic groups, evident in the statistics regarding the leading causes of death, poorer health outcomes and shortened life spans. To some extent, this can be linked in American Indian families to an expression of traumatic stress issues within the home. The effects of post traumatic and continuing trauma issues within the American Indian family and concurrent issues of depression, anxiety and low self-esteem are focal and critical issues in the management of self care in American Indian families.

Locally, the Foothill Indian Education Alliance needs assessment (2008) data is aligned with the national statistics. Local statistics show rates of family violence, depression, school violence, abandonment by family and suicide that are nearly double that of other non-Indian populations. NARC has been working toward the development of innovative community-based approaches to addressing alcohol, substance abuse, and mental health issues that have been integrated and shaped by the values and traditions of American Indians and their cultures. Today, NARC is working jointly with tribal agencies and leadership to develop ways to address the behavioral health needs and strategies of these populations in the best manner possible. While many County target populations seek primary care services at health-care centers, community clinics and the general points of entry, the diverse American Indian population remains underground and underserved by culturally relevant service providers. Currently there is no centralized location for American Indian youth and families to get information about resources and how to access them.

C. Program Goals: The Wennem Wadati Program is designed to:

- Improve the overall mental health care of American Indian individuals, families, and communities;
- Reduce the prevalence of alcoholism and other drug dependencies;
- Maximize positive behavioral health and resiliency in American Indian individuals and families reducing the suicide risk, prolonged suffering, and incarceration;
- Reduce school drop-out rates; and
- Support culturally relevant mental health providers and their prevention efforts.

EXHIBIT A

The Wennem Wadati Program will center on traditional talking circles, monthly family gatherings and crisis intervention for youth and families in the County of El Dorado. The program will also serve the American Indian families of our community by means of monthly traditional programs to spread cultural knowledge and family preservation, including:

- Traditional talking circles;
- Monthly traditional gatherings;
- Individual and educational crisis intervention; and
- Linkages and community referrals to local agencies such as mental health services, food bank, and primary care physicians, and follow-ups after referral is made.

D. Strategies:

1. School Based Talking Circles: The Wennem Wadati program will provide outreach to Native American youth by inviting participation in traditional talking circles. These meetings will be held at area schools and other sites with a high Native American population. Talking circles may also be implemented at additional sites.
2. Cultural Activities: The Wennem Wadati program will normally offer one regularly scheduled cultural student/family activity per month. Program may include such activities as drum making, moccasin making, dance regalia making, basket-making, etc.
3. Crisis Line: A dedicated phone line will provide access to a Native American mental health specialist who will be available via answering service to respond to situations where Native American students are experiencing a mental health crisis. If additional action is required, the referral to local agencies such as The Center for Violence Free Relationships, mental health services, food bank, and primary care physicians would be made as deemed appropriate by the therapist answering the call.
4. Youth Activities: Student leadership activities will normally be conducted each month as an intervention strategy to strengthen and enhance protective factors and resiliency. Issues of importance to the Native youth will be the focus, including but not limited to suicide prevention strategies, mental and spiritual health issues, issues related to family dynamics, peer pressure, dating, mental health and wellness. Field trips may be incorporated into this program.

E. Cultural Specialists:

1. General Characteristics: Cultural Specialists address barriers to healthcare access by their presence in the community, persistence, and 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 conducting support groups. By being Native Americans themselves, they will be more trusted, reduce stigma and will be more culturally sensitive to the needs of this underserved population.
2. Role: These Native community health worker/family advocates will implement the Wennem Wadati model by providing community-based outreach, prevention, early intervention, and engagement services at multiple community sites, schools, and at the Indian Education Center. They will use a combination of mental health services and traditional cultural teachings unique to the local American Indian community.

EXHIBIT A

Cultural Specialists serving the Native American community address the following social and emotional challenges faced by Native Americans in California:

- a. Improving overall mental health care;
 - b. Reducing the prevalence of alcoholism and other drug dependencies;
 - c. Maximizing positive behavioral health and resiliency in the American Indian community; thereby reducing the suicide risk, prolonged suffering, unemployment and incarceration;
 - d. Reducing school drop out rates; and,
 - e. Supporting culturally relevant mental health providers in their prevention efforts.
3. **Primary Functions:**
- a. Cultural Specialists are community members who serve as liaisons between their community and health and social service organizations.
 - b. As liaisons, Cultural Specialists will often play the roles of advocate, educator, mentor, outreach worker, role model, and more.
 - c. To reach those who are difficult to reach, the Cultural Specialists go where people congregate. This could be traditional talking circles, and monthly traditional gatherings, among other locations.
 - d. Cultural Specialists 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, share culture and backgrounds, and share some life experiences with the community members they serve.
 - e. Cultural Specialists will facilitate talking circles monthly at local schools. There will normally be a total of ten talking circles per month. Schools selected are those with the highest Indian population and other sites as may be appropriate.
 - f. Cultural Specialists will provide crisis support by answering the prevention and early intervention (crisis) phone line targeted toward youth.
 - g. Cultural Specialists will provide referrals to local agencies, such as mental health services, social services, food bank, and primary care physicians.
4. **Credentials:**
- a. Minimum of six (6) years' experience in prevention and early intervention, and family support services, including community outreach, engagement, and liaison with community;
 - b. High School Diploma/GED required;
 - c. Familiar with and integrated into the Native communities on the Western Slope of the County;
 - d. Two (2) years of college in the field of Human Services, Psychology, Native Studies or Arts preferred.

F. Student Leadership/Prevention Activities Specialists:

1. **General Characteristics:** Student Leadership/Prevention Activities Specialists address barriers to healthcare access by their presence in the community, persistence, and 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 conducting support groups. By

EXHIBIT A

being Native Americans themselves, they will be more trusted, reduce stigma and will be more culturally sensitive to the needs of this underserved population.

2. Role: This Native specialist position will be applied over the course of one year to assist in implementing the Wennem Wadati model by providing community-based outreach, prevention, early intervention, and engagement services targeting youth at multiple community sites, schools, and at the Indian Education Center. They will apply traditional cultural teachings unique to the local American Indian.
3. Primary Functions:
 - a. Student Leadership/Prevention Activities Specialists are community members who serve as liaisons between their community and health and social service organizations.
 - b. As liaisons, these Specialists will often play the roles of advocate, educator, mentor, outreach worker, role model, and more.
 - c. To reach those who are difficult to reach, these Specialists go where people congregate.
 - d. These Specialists 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, share culture and backgrounds, and share some life experiences with the community members they serve.
 - e. These Specialists will provide services to lead and support a youth program offering monthly student leadership activities on issues of importance to Native youth, including suicide prevention, mental and spiritual health issues, family dynamics, peer pressure, and health and mental health education. Field trips will be incorporated into this program, as well.
4. Credentials:
 - a. High School Diploma/GED required;
 - b. Familiar with and integrated into the Native communities on the Western Slope of the County;
 - c. Two (2) years of college in the field of Human Services, Psychology, Native Studies or Arts preferred.

EXHIBIT B

**Casey Life Skills American Indian Assessment Supplement
Youth
(Version 1.1)**

Instructions: These questions will ask you about what you know and can do. Do your best to answer all the questions.

EXHIBIT B

Demographics

1. I am: Male Female

2. My current age (years): _____

3. My grade in school:

- | | |
|---|--|
| <input type="radio"/> 1 st grade | <input type="radio"/> 9 th grade |
| <input type="radio"/> 2 nd grade | <input type="radio"/> 10 th grade |
| <input type="radio"/> 3 rd grade | <input type="radio"/> 11 th grade |
| <input type="radio"/> 4 th grade | <input type="radio"/> 12 th grade |
| <input type="radio"/> 5 th grade | <input type="radio"/> Trade School |
| <input type="radio"/> 6 th grade | <input type="radio"/> In college |
| <input type="radio"/> 7 th grade | <input type="radio"/> Not in school |
| <input type="radio"/> 8 th grade | <input type="radio"/> Other |

4. My race/ethnicity? (Please choose all that apply to you)

- | | |
|---|--|
| <input type="radio"/> American Indian or Alaskan Native | <input type="radio"/> Korean |
| <input type="radio"/> Asian Indian | <input type="radio"/> Native Hawaiian |
| <input type="radio"/> Black, African-American | <input type="radio"/> Other Asian |
| <input type="radio"/> Chinese | <input type="radio"/> Other Pacific Islander |
| <input type="radio"/> Filipino | <input type="radio"/> Other Race: _____ |
| <input type="radio"/> Guamanian or Chamorro | <input type="radio"/> Samoan |
| <input type="radio"/> Hispanic/Latino/Spanish | <input type="radio"/> Vietnamese |
| <input type="radio"/> Japanese | <input type="radio"/> White |

5. My primary race/ethnicity? (Please choose only one)

- | | |
|---|--|
| <input type="radio"/> American Indian or Alaskan Native | <input type="radio"/> Korean |
| <input type="radio"/> Asian Indian | <input type="radio"/> Native Hawaiian |
| <input type="radio"/> Black, African-American | <input type="radio"/> Other Asian |
| <input type="radio"/> Chinese | <input type="radio"/> Other Pacific Islander |
| <input type="radio"/> Filipino | <input type="radio"/> Other Race: _____ |
| <input type="radio"/> Guamanian or Chamorro | <input type="radio"/> Samoan |
| <input type="radio"/> Hispanic/Latino/Spanish | <input type="radio"/> Vietnamese |
| <input type="radio"/> Japanese | <input type="radio"/> White |

6. If you are American Indian, Native American, or Alaska Native, please write the name of your Tribal or Community Affiliation on the line below.

EXHIBIT B

7. **Postal (zip) code of your home address (for research purposes):** _____

8. **Which answer best describes your current living situation:**

- On my own (alone or shared housing)
- With my birth (biological) parents
- With my birth (biological) mother or father
- With my adoptive parent(s)
- With my foster parent(s) who is/are unrelated to me
- With relatives (not foster care)
- With relatives who are also my foster parents
- In a group home or residential facility
- In a juvenile detention or corrections facility
- With a friend's family (not foster care)
- At a shelter or emergency housing
- With my spouse, or partner, or boyfriend or girlfriend
- Other

9. **How many years have you been in this living situation:** _____

10. **I have a Social Security number:**

- Yes No

11. **I have a copy of my birth certificate**

- Yes No

12. **I have a photo ID**

- Yes No

EXHIBIT B

Knowledge & Behavior Items: Please circle the number (1, 2 or 3) that best describes the you:

	Not Like Me	Somewhat Like Me	Very Much Like Me
Resources/Trust			
1. I know where to go for help.	1	2	3
2. I know who to ask for help.	1	2	3
Money Values			
1. I know that success is not simply having money or material things.	1	2	3
2. I think that money buys happiness.	3	2	1
Religious/Spiritual Beliefs			
1. I live life in a religious/spiritual way.	1	2	3
2. I am respectful of others.	1	2	3
3. I am respectful of elders.	1	2	3
4. I do what I can for my family.	1	2	3
5. I do what I can for my tribal/native community.	1	2	3
6. I try to live in balance/harmony with others.	1	2	3
Tribal Affiliation			
1. I know my tribal/native heritage.	1	2	3
2. I am connected to my tribal/native heritage.	1	2	3
3. I know my tribal/native history.	1	2	3
4. I participates in my tribal/native community activities.	1	2	3
5. I know my tribal/native traditions such as food, religion and language.	1	2	3
6. I am connected to my tribal/native traditions such as food, religion and language.	1	2	3
7. I participate in tribal/native ceremonies.	1	2	3
8. I avoid tribal/native community activities.	3	2	1
Family/Community Values			
1. I ignore my family.	3	2	1
2. I have a relationship with my family.	1	2	3

EXHIBIT B

3. I have a relationship with my tribal/native community.	1	2	3
4. I understand when to use "Indian" humor.	1	2	3
5. I communicate in a respectful way.	1	2	3
6. I learn from my elders.	1	2	3
Living In Two Worlds			
1. I am able to move back and forth between the reservation and city as needed.	1	2	3
2. I feel comfortable in the company of other cultures.	1	2	3
3. I am respectful of other cultures.	1	2	3
4. I have compassion towards others.	1	2	3
5. I know how to stand up for myself in a respectful way.	1	2	3

Assessment Evaluation

1. Not counting today, how many times have you taken an ACLSA assessment?

2. I filled out this assessment (please mark all that apply):

With an adult By myself With a friend

3. How did you like this assessment?

I liked it It was OK I didn't like it

EXHIBIT B

Additional Questions

This section is for use with questions provided by your elder, school, agency or caregiver.

If no questions have been provided, you may stop here. Thank you.

	A	B	C	D	E
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					



Exhibit F

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

040-S1411



**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.



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 3 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

- 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.



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 4 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

- (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.



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 5 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

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.



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 6 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

- 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



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 7 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

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



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 8 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

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.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 9 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

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



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

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

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



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 11 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

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.



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

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

- 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



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

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

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 "G"

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.