

**ORIGINAL**

**MEMORANDUM OF UNDERSTANDING AND  
INTERGOVERNMENTAL AGREEMENT #357-S0811**

---

This Memorandum of Understanding and Intergovernmental Agreement for Services (hereinafter "Agreement") is entered into between the County of El Dorado, a political subdivision of the State of California (hereinafter "County") and the Shingle Springs Band of Miwok Indians, a federally-recognized Indian tribe and sovereign nation (hereinafter "Contractor"),

**WITNESSETH**

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide case management in the Native American community and related data collection and analysis services for the Mental Health Department (MHD); and

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

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

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

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

## ARTICLE I

### Scope of Services:

1. Case Management: Contractor agrees to furnish personnel and materials necessary for the provision of case management and outreach services to homeless individuals and individuals at risk of homelessness in the Native American community for the Mental Health Department. Services shall include, but not be limited to, those described in Exhibit "A", marked "Scope of Service", incorporated herein and made by reference a part hereof. Training to be conducted related to implementation of this agreement must be approved in writing by the County Mental Health Department Director or designee.

2. Data Collection, Analysis, and Planning: Contractor will access data collected by the Native American Resource Collaborative (NARC) on the public and mental health status of the tribes that comprise the NARC. In collaboration with NARC (including the tribes that comprise the collaborative) and the California Rural Indian Health Board, Contractor shall:

- review the data already collected;
- collect supplemental data as may be needed, including through additional surveys;
- analyze the data;
- conduct a strategic planning workshop attended by members of the tribes that comprise the NARC, representatives of the California Rural Indian Health Board; develop a strategic plan;
- prepare a report that details the results of the data analysis, including findings and recommendations to address issues identified, and a strategic plan for carrying out the recommendations; and
- print the report for public distribution.

It is understood and agreed that key elements of the work to be provided include a workplan for implementation of the Data Collection, Analysis, and Planning activities described herein; data collection; a strategic planning workshop; and development of a report on the results of the strategic planning workshop.

As to both the report and the strategic plan, it is anticipated that the number of reports to be printed will be 500. County may require prior written authorization from the Director of Mental Health or his or her designee before commencing the printing of the report.

The following provisions are applicable to all the work to be done under this agreement:

Reports. Contractor shall provide service delivery reports to County on the activities conducted pursuant to this contract. These reports shall include but not be limited to quarterly service delivery reports and an annual report consistent with State Department of Mental Health requirements for MHSR reporting. It is understood and agreed that access to Contractor's data and information is essential for the County, and that Contractor shall cooperate in identifying and providing this data and information to County.

## ARTICLE II

**Term:** This agreement shall become effective when fully executed by both parties hereto and shall cover the period of May 1, 2008 through December 31, 2008.

## ARTICLE III

**Compensation for Services:** The total amount of this Agreement shall not exceed \$52,500.

Case Management and Outreach. For case management and outreach services the billing rate shall be \$24.04 per hour. Reimbursement for travel shall not exceed \$1,500.00, must be approved in writing by County, and shall be made in accordance with Exhibit "B", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof. County agrees to pay Contractor monthly in arrears for Case Management and Outreach services.

- a. The maximum amount billable for these services in Fiscal Year 07/08 shall be \$7,500.00.
- b. The maximum amount billable for these services in Fiscal Year 08/09 shall be \$25,000.00.

Data Collection, Analysis, and Planning. For this component of the work to be conducted under this agreement, Contractor shall be paid up based on submission of invoices, up to \$20,000.00, submitted after the occurrence of the milestones specified below:

- a. \$8,000.00 after completion of the strategic planning workshop;
- b. \$5,000.00 after acceptance by the Mental Health Department of the Strategic Plan report; and
- c. \$7,000.00 after completion of the printing of the Strategic Plan Report.

Invoices for Case Management and Outreach shall be submitted by Contractor no later than thirty (30) days following the end of a "service month". For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides the services described above. Invoices for Data Collection, Analysis, and Planning shall be submitted within thirty (30) days of completion of each milestone identified above. Failure to submit invoices within the timeframes specified may result in delays in payment. Payment shall be made within forty five (45) days following the County's receipt and authorization of invoice(s). Invoices are to be sent accordingly:

El Dorado County Department of Mental Health  
Attn: Accounts Payable  
670 Placerville Drive  
Placerville, CA 95667

## **ARTICLE IV**

**HIPAA Compliance:** All data, together with any knowledge otherwise acquired by Consultant during the performance of services provided pursuant to this Agreement, shall be treated by Consultant and Consultant's staff as confidential information. Consultant shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the Consultant receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Consultant shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

## **ARTICLE V**

### **Debarment and Suspension Certification**

By signing this agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, or 34 CFR 85. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

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

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to County. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549. If the contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, County may terminate this agreement for cause or default.

## **ARTICLE VI**

**Mandated Reporter Requirements:** Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provision of Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as The Child Abuse and Neglect Reporting Act.

## **ARTICLE VII**

**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 VIII**

**Non-Discrimination:** During the performance of this Agreement, the Contractor shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family leave care. The Contractor shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Contractor shall comply with the following Provisions of Title VI of the Civil Rights Act of 1964 (42 USC 2000), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law 92-261); Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), and all requirements imposed by the applicable Health and Human Services regulations (45 CFR, Part 84); and the American's with Disabilities Act.

## **ARTICLE IX**

**Confidentiality:** Contractor shall protect from unauthorized disclosure names and other identifying information concerning person(s) receiving service(s) pursuant to this Agreement, except for statistical information not identifying any person(s). Contractor shall not use such information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall promptly transmit to County all requests for disclosure of such information not originating from the person(s). Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person(s), any such information to anyone other than County, except when subpoenaed by a court. For the purpose of this paragraph identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the person(s), such as fingerprint, voiceprint or photograph. If Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI") from County or creates or receives any PHI on behalf of County, Contractor shall maintain the security and confidentiality of such PHI as required of County by applicable laws and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and the regulations promulgated thereunder.

## **ARTICLE X**

**Compliance With Laws And Regulations.** All services and activities provided pursuant to this Agreement shall be designed and delivered in compliance with all Federal statutes and regulations, State statutes and regulations, administrative codes and policies, and local ordinances and policies including but not limited to: confidentiality and security of information, non-discrimination statutes and/or regulations in the administration or delivery of services, in personnel practices, or in any other benefits under this Agreement.

Noncompliance with statutes and/or regulations described in this ARTICLE X - Compliance with Laws and Regulations may be determined by County conducting its own review and making a determination regarding noncompliance or County may request a determination from the State or Federal agency charged with enforcing the specific statute or regulation. If County finds a violation and a State or Federal agency charged with enforcing the specific statute or regulation exists, Contractor may request that the agency charged with enforcement of the statute or regulation also conduct an investigation to determine whether a violation has occurred. If the State or Federal agency charged with enforcing the specific statute or regulation makes a finding that is contradictory to the finding of County, then the finding of the enforcing agency shall be binding.

## **ARTICLE XI**

**Force Majeure:** No party shall be in default if performance of any obligation hereunder is rendered impossible or impracticable solely by unforeseen and supervening conditions beyond such party's control, including acts of God, civil commotion, strikes, labor disputes, interruption of transportation, unavoidable accidents, or governmental demands or requirements. If Contractor's full performance is rendered impossible or impracticable, Contractor shall accept as full compensation a proportionate payment for work completed.

## **ARTICLE XII**

**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 XIII**

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

## **ARTICLE XIV**

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

## **ARTICLE XV**

**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 XVI**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County 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 which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

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

## **ARTICLE XVII**

### **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.

#### **ARTICLE XVIII**

**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:

EL DORADO COUNTY DEPARTMENT OF MENTAL HEALTH  
670 PLACERVILLE DRIVE, SUITE 3  
PLACERVILLE, CA 95667  
ATTN: CHRISTINE KONDO-LISTER

or to such other location as the County directs, with carbon copies to:

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: BONNIE H. RICH, PURCHASING AGENT

and

COUNTY OF EL DORADO  
DEPARTMENT OF MENTAL HEALTH  
670 PLACERVILLE DRIVE, SUITE 1B  
PLACERVILLE, CA 95667  
ATTN: CONTRACTS

Notices to Contractor shall be addressed as follows:

SHINGLE SPRINGS TRIBAL HEALTH PROGRAM  
4140 MOTHER LODE DRIVE, #104  
SHINGLE SPRINGS, CA 95682  
ATTN: ROSE CAMPBELL

or to such other location as the Contractor directs, with a carbon copy to:

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: BONNIE H. RICH, PURCHASING AGENT

#### **ARTICLE XIX**

**Limited Waiver of Sovereign Immunity:** The Tribe hereby agrees to waive its sovereign immunity (and any requirement of exhaustion of tribal remedies) in connection with any dispute vis-a-vis the County that may arise under this Agreement, and consents to the jurisdiction and venue of the Superior Court of California and all relevant courts of appeal for purposes of enforcing the terms of the Agreement and for judicial resolution of disputes with the County over the Agreement.

#### **ARTICLE XX**

**Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, 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 XXI**

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

- A. Full Workers' Compensation and Employers' 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.
- 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, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance shall 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 the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- 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 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 the protection of the County.

#### **ARTICLE XXII**

**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 XXIII**

**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 XXIV**

**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 XXV**

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

**ARTICLE XXVI**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Christine Kondo-Lister, Department of Mental Health, or successor.

**ARTICLE XXVII**

**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 XXVIII**

**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 shall continue in full force and effect without being impaired or invalidated in any way.

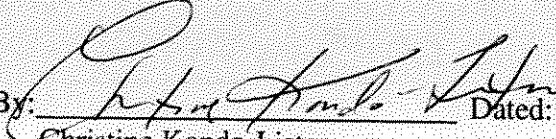
**ARTICLE XXXIX**

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


**ARTICLE 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:  Dated: 9/18/08  
Christine Kondo-Lister  
Deputy Director  
Mental Health Department


**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:  Dated: 9/18/08  
Dr. John Bachman  
Director  
Mental Health Department


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

-- COUNTY OF EL DORADO --

Dated: 8/26/08

By:   
**RUSTY DUPRAY** Chairman  
Board of Supervisors  
"County"

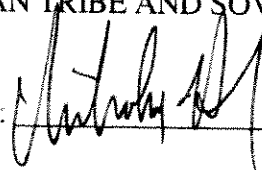
ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By:  Date: 8/26/08  
Deputy Clerk

-- CONTRACTOR --

Dated: 10-16-08

SHINGLE SPRINGS BAND OF MIWOK INDIANS,  
A FEDERALLY RECOGNIZED INDIAN TRIBE AND SOVEREIGN NATION

By:   
Nicholas Fonseca  
Tribal Chairman  
"Contractor"

# EXHIBIT A

## **Scope of Service**

Contractor shall provide a 1.0 FTE employee to provide case management services. The case manager will work collaboratively with County Mental Health to provide services designed to encourage independence and self sufficiency in target population clients.

The target population will be those adults and families who are either homeless or at risk of homelessness in the Native American community, and who also have a serious mental illness. The goal of this program is to meet a previously unmet need: to help those with serious mental illness in the Native American community to manage their lives and keep on the path of wellness and recovery within the context of their culture.

Specific program services provided may include but not be limited to: accompanying clients on doctor visits, assisting clients with vocational needs, teaching independent life skills, and appropriate referrals to County programs. Case Manager may also be called upon to act as a liaison between El Dorado County Mental Health and the Shingle Springs Rancheria or Tribal Health Program.

It is expected that the Case Manager will maintain an average of 25 open cases.

This program will be a component of the Prospect Place Integrated Services Program under the Mental Health Services Act (MHSA).

The Case Manager will provide outreach services as approved by County at the same hourly rate.

Contracted services will be provided at the Shingle Springs Rancheria.

The Case Manager will work collaboratively with County staff under the supervision of the Mental Health Director. Either Contractor or County may refer clients to program.

Timely and appropriate clinical documentation and billing practices must be followed. Contractor's staff will also compile relevant program data as requested for County, including progress evaluations and outcomes measurement.



# EXHIBIT B

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

Subject:  TRAVEL	Policy Number D-1	Page Number: 1 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

### BACKGROUND:

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

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

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





COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 2 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

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: 3 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

- 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.
    - (3) Out-of-county overnight travel.
    - (4) Members of boards or commissions, or non-county personnel.



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 4 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

(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.

d. Board of Supervisors members shall be governed by the same policies governing County employees except for the following:



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 5 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

- (1) A member of the Board of Supervisors requires NO specific authorization.
- (2) The following expenses incurred by a member of the Board of Supervisors constitute a County charge:
  - (a) Actual expenses for meetings and personal travel, necessarily incurred in the conduct of County Business. This includes but is not limited to mileage incurred while traveling to and from the Board members' residence and the location of the chambers of the Board of Supervisors while going to or returning from meetings of the Board of Supervisors.
- e. 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



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

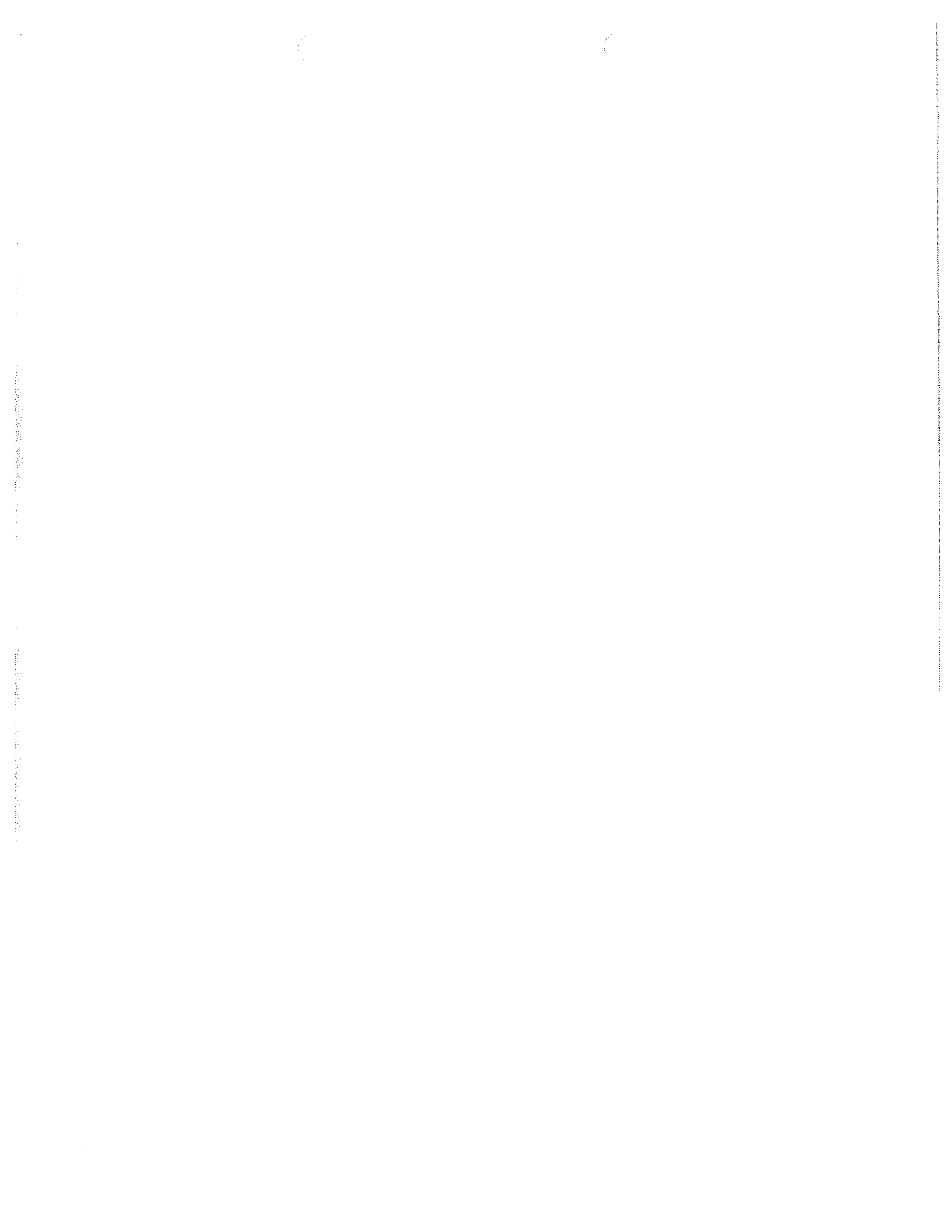
Subject:  TRAVEL	Policy Number D-1	Page Number: 6 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

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.
- 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





COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 7 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

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 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. 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



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL.	Policy Number D-1	Page Number: 8 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

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 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:





COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 9 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

- (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.

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



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 10 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

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 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



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 11 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

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 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



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 12 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

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.
- 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



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 13 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

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 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



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 14 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

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.