ORIGINAL

AGREEMENT FOR SERVICES #176-S0711

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Family Connections El Dorado, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 344 Placerville Drive, Suite 10, Placerville, CA 95667; (hereinafter referred to as "Contractor");

W I T N E S S E T H

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide outreach and engagement as well as bicultural and bilingual supports and services to members of the El Dorado County Latino community who are in need of mental health services as requested by County for the Mental Health Services Act (MHSA) Latino Engagement Program on the Western Slope of El Dorado County; and

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

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

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

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

ARTICLE I

Scope of Services: Contractor agrees to provide outreach and engagement as well as bicultural and bilingual supports and services to members of the El Dorado County Latino community who are in need of mental health services as requested by the County for the Mental Health Services Act (MHSA) Latino Engagement Program on the Western Slope of El Dorado County.

Contractor shall:

1. Provide a Promotora outreach and engagement program for El Dorado County Latino adults which utilizes a Latino peer to provide community-based outreach and engagement to the various geographically-spread communities in the Western Slope. Contractor will use a program vehicle to serve community centers and client homes, and will also provide community-based bilingual/bicultural licensed clinical mental health services for adults;
2. Provide program supports that are valued by the Latino population (immediate needs for transportation, items needed by children, etc.);
3. Provide mental health services by bilingual/bicultural individuals; and
4. Provide quarterly service delivery reports and performance indicator reports to County.
5. Submit authorization, admission and discharge documentation to County for processing on a weekly basis.
6. Participate in quarterly client chart audits with County Utilization Review staff.
7. All services shall be in accordance with Exhibit "A", marked "Description of Services", incorporated herein and made by reference a part hereof.

Contractor shall provide these services in an atmosphere of cultural competency, offering services that will meet the needs of participants from different cultural backgrounds. Free interpretation services will be available for each client and can be accessed via the interpretation agreement maintained by County.

The MHSA principles, confidentiality regulations, and code of conduct as reflected in the attached documents are conditions of this Agreement, reference Exhibit "C", "D" "E", "F", "G", and "H", incorporated herein and made by reference a part hereof. Timely and appropriate clinical documentation and billing practices must be followed. Contractor's staff will also compile relevant program data as requested for County and for the California State Department of Mental Health.

Contractor shall only begin mental health services for a specific client upon receipt of written authorization from the County Program Coordinator. Contractor shall secure prior approval from the Program Coordinator before making changes to the authorized treatment plan. The County will not pay for mental health services that have not been pre-approved.

Contractor shall provide **Specialty Mental Health Services** as defined in California Code of Regulations, Title 9, Rehabilitative and Developmental Services, Section 1810.247. These services include Day Rehabilitation, Case Management, Crisis Intervention, Medication Services and Mental Health Services.

Contractor shall provide quality care in a manner consistent with efficient, cost effective delivery of covered services.

Contractor shall provide covered services to a Beneficiary in the same manner in which it provides said services to all other individuals receiving services from Contractor subject to any limitations contained in Beneficiaries' treatment plans.

Contractor agrees to provide documentation or reports to County when requested to assure CONTRACTOR'S compliance with contract terms.

Contractor will use Medi-Cal codes for services rendered as appropriate.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire June 30, 2008.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Contractor shall submit monthly invoices 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 services in accordance with "Scope of Services. For the purpose of this Agreement, payments shall be made in accordance with Exhibit "B", marked "Contract Rates", incorporated herein and made by reference a part hereof.

If it is determined that a program participant has private insurance which covers the services, Contractor shall bill the appropriate insurance carrier. If the participant's insurance covers the service at a rate less than the rate set forth in this Agreement, Contractor shall only bill the County for the difference. If the participant has no insurance for the service, Contractor shall bill the County at the rate set forth in this Agreement.

Contractor shall submit a single monthly invoice identifying charge as identified in Exhibit "B". For services provided, supporting documentation must include applicable timesheets. For reimbursement of other expenses, supporting documentation must include a copy of the receipt or invoice.

For mental health services provided by the Contractor, the Contractor will provide supporting documentation for each service provided identifying the name of the client, the date of service, the type of service and the number of service minutes.

Payments shall be made within thirty (30) days following the County's receipt of approved invoice(s). Contractor shall submit only original invoices. Photocopied or faxed invoices will not be accepted. Contractor shall ensure only billing information is included on the invoice.

County agrees to reimburse Contractor up to $22,500.00 for the purchase of a vehicle to serve the program. A separate invoice will be submitted to County for the purchase of this vehicle, and this invoice shall be paid within fifteen (15) days of receipt by County. This vehicle will be kept by Contractor after the expiration of this Agreement. If this Agreement is terminated prior to the date of expiration, the vehicle will be returned to the County.

County will provide training that is deemed relevant by County for program staff employed by Contractor. Such training will be conducted at the sole expense of the County, including any associated travel expenses. Any training costs and associated travel expenses will not be applied to the total not to exceed amount of this Agreement and will be authorized under a separate purchase order. This training will be mandatory. Contractor will be reimbursed for training costs and associated travel expenses in accordance with Exhibit "I", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed $172,805.00, excluding any training and associated travel expenses.

ARTICLE IV

Cost Report: Contractor shall submit an Annual Cost Report to County on or before October 31 of each year. Contractor shall prepare the Cost Report in accordance with all Federal, State, and County requirements and generally accepted accounting principles. The Cost Report shall allocate direct and indirect cost of providing Specialty Mental Health Services by funding source (i.e., Medi-Cal or non-Medi-Cal) and service type in accordance with such requirements and consistent with prudent business practice. Such costs and allocations shall be supported by source documentation maintained by Contractor, and available at any time to Administrator upon reasonable notice.

Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services provided hereunder. The Cost Report shall be the final financial record of services rendered under this Agreement for subsequent audits, if any.

Any payment made by County to Contractor which is subsequently determined to have been for a non-reimbursable expenditure or service, shall be repaid by Contractor to County in cash within forty-five (45) days of submittal of the Cost Report or County may elect to reduce any amount owed Contractor by an amount not to exceed the reimbursement due County.

ARTICLE V

Limitation of County Liability for Disallowances: Notwithstanding any other provision of the Agreement, County shall be held harmless from any Federal or State audit disallowance resulting from payments made to Contractor pursuant to this Agreement, less the amounts already submitted to the State for the disallowed claim.

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

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

ARTICLE VI

Certification of Program Integrity: Contractor shall with all State and Federal statutory and regulatory requirements for certification of claims including Title 42, Code of Federal Regulations (CFR) Part 438.

Contractor shall ensure that each Medi-Cal beneficiary for whom the Contractor is submitting a claim for reimbursement has met the following criteria:

An assessment of the Medi-Cal beneficiary was conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract between El Dorado County and the State Department of Mental Health, a copy of which will be provided to Contractor by County under separate cover.

The Medi-Cal beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary.

The services included in the claim were actually provided to the beneficiary.

Medical necessity was established for the beneficiary as defined in statute for the service or services provided, for the timeframe in which the services were provided.

A treatment plan was developed and maintained for the beneficiary that met all plan requirements established in the MHP contract between County and the State Department of Mental Health.

For each beneficiary with day rehabilitation, day treatment intensive, or EPSDT supplemental specialty mental health services included in the claim, all requirements for MHP payment authorization in the MHP contract for day rehabilitation, day treatment intensive, and EPSDT supplemental specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in the MHP contract between County and the State Department of Mental Health

NOTE: Authority: Sections 5775, 14043.75 and 14680 Welfare and Institutions Code.

ARTICLE VII

Standard of Performance: Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

ARTICLE VIII

Business Interruption: In the event the operations of Contractor or substantial portion thereof are interrupted by war, fire, insurrection, bankruptcy, riots, the elements, earthquakes, acts of God, or, without limiting the foregoing, any other cause beyond Contractor's power, Contractor agrees to develop a plan with County which in good faith shall assure the safety and welfare of all County Beneficiaries until such time as usual services can be renewed or until all Beneficiaries can be released or transferred to appropriate settings.

Nothing contained herein shall be construed to limit or reduce County's obligation to pay Contractor for services rendered prior or subsequent to an event described herein.

ARTICLE IX

Licensure and Laws: Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and as required by federal, state and local laws or any other appropriate governmental agency. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed. Contractor is responsible to submit verification to County semi-annually that Licensed Mental Health professionals' licenses and registrations are current.

Contractor shall notify the County Contract Administrator, or Case Management Program Coordinator, immediately in writing, of its inability to obtain or maintain, irrespective of the pendency of an appeal, such permits, licenses, approvals, certificates, waivers and exemptions.

Contractor agrees to comply with all applicable provisions of the State of California Standard Agreement between County and the State Department of Mental Health (DMH) for Managed Mental Health Care including, but not limited to, payment authorizations, utilization review, beneficiary brochure and provider lists, service planning, cooperation with the State Mental Health Plan's Quality Improvement (QI) Program, and cost reporting.

Contractor shall possess and maintain Mental Health Organizational Provider certification, and comply with the DMH requirements thereof, including on-site reviews at least once every three years.

Contractor shall comply with all applicable laws, governmental regulations and requirements as they exist now or may hereafter be amended or changed. These regulations shall be deemed to include policies and procedures as set forth in State Department of Mental Health Letters.

ARTICLE X

Records: Contractor shall, subject to the provisions of applicable law, upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, make available accounting and administrative books and records, program procedures, as well as documentation relating to licensure and accreditation, as they pertain to this Agreement and/or care, and to allow interviews of any employees who might reasonably have information related to such records. The Contractor shall be subject to the examination and audit of the State Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

Contractor shall maintain adequate medical records of each individual beneficiary which shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and contain all data necessary as required by the California State Department of Mental Health and federal regulations, including records of beneficiary interviews, progress notes and treatment plans. The MHP and other relevant parties shall have access to relevant clinical records to the extent permitted by State and Federal laws.

Beneficiary records and notes shall be maintained by Contractor. Appropriate beneficiary information will be available to County upon client discharge. Such records and information shall be provided each party hereto pursuant to procedures designed to protect the confidentiality of beneficiary medical records applicable legal requirements and recognized standards of professional practice.

Upon termination of this Agreement, Contractor agrees to cooperate with beneficiaries and subsequent Contractors with respect to the orderly and prompt transfer of copies of medical records of beneficiaries. This Agreement does not preclude Contractor from assessing reasonable charges for the expense of transferring such records if appropriate.

All beneficiary records shall be retained by Contractor for seven (7) years or one (1) year beyond the beneficiaries reaching majority, whichever is greater. Majority is defined as eighteen (18) years of age.

Contractor shall maintain complete financial records which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed. The beneficiary eligibility determination and fees charged to, and collected from, beneficiaries must also be reflected therein. Any apportionment of costs shall be made in accordance with generally accepted accounting principles.

ARTICLE XI

Confidentiality: The Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor shall promptly transmit to the County all requests for disclosure of such information not originating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such information to anyone other than the County, except when subpoenaed by a court. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finder or voice print or a photograph. If the Consultant receives any individually identifiable health information ("Protected Health Information" or "PHI") from County or creates or receives any PHI on behalf of County, the Consultant 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 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 sub-contractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

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

ARTICLE 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 will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

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

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

ARTICLE 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 will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise

ARTICLE 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:

COUNTY OF EL DORADO
DEPARTMENT OF MENTAL HEALTH
344 PLACERVILLE DRIVE, SUITE 20
PLACERVILLE, CA 95667
ATTN: TOM MICHAELSON, DEPARTMENT ANALYST

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

FAMILY CONNECTIONS EL DORADO, INC.
344 PLACERVILLE DRIVE, SUITE 10
PLACERVILLE, CA 95667
ATTN: WENDY WOOD, CHIEF EXECUTIVE OFFICER

or to such other location as the Contractor directs.

ARTICLE XIX

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

ARTICLE XX

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

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 the Risk Management Division 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 will 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 the Risk Management Division, as essential for the protection of the County.

ARTICLE XXI

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 XXII

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 XXIII

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

ARTICLE 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

Administrator: The County Officer or employee with responsibility for administering this Agreement is Tom Michaelson, Department Analyst, Mental Health Department, or successor.

ARTICLE XXVI

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 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 El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIX

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.

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REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: T.P. Mic **Dated:** 9-29-06
Tom Michaelson, Department Analyst
Mental Health Department

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Barry Wasserman **Dated:** 10/3/06
Barry Wasserman, Interim Director
Mental Health Department

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

--COUNTY OF EL DORADO--

Dated: 10/3/06

By: _____
Bonnie H. Rich, Purchasing Agent
Chief Administrative Office
"County"

--CONTRACTOR--

Dated: 10-3-06

FAMILY CONNECTIONS EL DORADO, INC.
A CALIFORNIA CORPORATION

By: _____
Wendy Wood
Chief Executive Officer
"Contractor"

PJC

176-S0711

EXHIBIT "A"

DESCRIPTION OF SERVICES

CONTRACTOR shall provide EPSDT Supplemental Specialty Mental Health Services as defined in California Code of Regulations, Title 9, Chapter 11, Section 1810.247. CONTRACTOR shall also provide mental health services to minors designated by the COUNTY as 26.5 and SB163.

I. EPSDT SUPPLEMENTAL MENTAL HEALTH SERVICE DEFINITIONS

A. MENTAL HEALTH SERVICES (MHS) are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency. [Title 9, Chapter 11, Section 1810.227 California Code of Regulations]

Service activities are directed toward achieving the individual's goals and include:

- **Assessment:** A service which may include a clinical analysis of the history and current status of an individual's mental, emotional, or behavioral disorder, and diagnosis. Assessment can also include an appraisal of the individual's community functioning in several areas which may include living situation, daily activities, social support systems, and health status. Relevant cultural issues are to be addressed in all assessment activities.
- **Collateral:** A service activity involving a significant support person in an individual's life with the intent of improving or maintaining the mental health status of the individual. The individual may or may not be present for this service activity. A "support person" is someone in a non-professional relationship with the individual. Collateral services may be delivered to an individual or group (e.g. parents of clients) of individuals.
- **Therapy:** A therapeutic intervention that focuses primarily on symptom reduction as a means to decrease functional impairments. Therapy may be delivered to an individual or group of individuals, and may include family therapy at which the individual is present.
- **Rehabilitation:** A service which may include assistance in improving, maintaining, or restoring an individual's, or group of individuals', functional skills. These include daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, relational skills, and/or medication education.
- **Plan Development:** A service activity that consists of working with the individual and their support people to develop the client's treatment plan. May also include the process of getting the treatment plan approved and services authorized.

B. CASE MANAGEMENT SERVICES (CM) are activities provided to assist individuals to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other needed community services for eligible individuals. These activities may include:

- **Consultation:** inter-agency and intra-agency **consultation** (or collaboration) regarding the individual's care. This activity involves people in professional relationships with the individual, e.g. CPS worker, probation officer, teacher, mental health staff, pediatrician.
- **Linkage:** locating and securing for the individual needed services and resources in the community. **Examples**: linking an individual with funding (SSI, Medi-Cal, etc.), medical/dental care, education, vocational training, parenting classes, etc.. This is normally a one-time activity, e.g. locating a low-cost dentist and linking an individual with the provider of dental care.
- **Access:** Activities related to assisting an individual to access mental health services. **Example**: phoning Dial-A-Ride (or a relative or a Group Home operator) on behalf of an individual unable to arrange transportation on their own due to mental illness and impairment in functioning. **Example**: providing interpretation and identification of cultural factors on behalf of an individual during a medication evaluation appointment. [Interpretation, in and of itself, is not a billable service.]
- **Placement:** locating and securing appropriate living environment for the individual (can include pre-placement visits, placement, and placement follow-up). Case management **placement** can also be billed while an individual is in an acute psychiatric hospital, when the individual is within 30-days of discharge, but only if the living environment at discharge from the hospital is in question or has yet to be determined.

C. CRISIS INTERVENTION (CI) is an emergency response service enabling the individual to cope with a crisis, while maintaining her/his status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the individual's need for immediate service intervention in order to avoid the need for a higher level of care. Crisis Intervention services are limited to stabilization of the presenting emergency. The emergency may or may not conclude with acute hospitalization.

D. DAY REHABILITATION means a structured program of rehabilitation with the goal of improving, maintaining, or restoring independence and functioning, consistent with requirements for learning and development. Day Rehabilitation provides services to a distinct group of beneficiaries and is available at least three hours (half-day) and less than twenty-four hours (full-day) each day the program is open.

E. THERAPEUTIC BEHAVIORAL SERVICES (TBS) provides short-term one-to-one assistance to children or youth under the age of 21 who have behaviors that put them at risk of losing their placement. It has been determined that it is highly likely that without TBS the minor may need a higher level of care, or that the minor may not successfully transition to a lower level of care. TBS can be provided at home, in a group

home, in the community, and during evening and weekend hours as needed. The minor must be receiving other specialty mental health services concurrent with TBS. Authorization of TBS services happens separately from authorization of other Specialty Mental Health services.

F. MEDICATION SUPPORT SERVICES (MS) are service activities that include prescribing, administering, dispensing, and monitoring of psychiatric medications or biologicals which are necessary to alleviate the symptoms of mental illness. Activities may also include assessment/evaluation, med injections, collateral, and case management as these activities relate to Medication Support Services. These services can only be provided and billed by medical doctors, family nurse practitioners, physician assistants, nurses, and psychiatric technicians.

II. ADDITIONAL DEFINITIONS

A. Beneficiary as defined in California Code of Regulation Title 9, Chapter 11, Section 1810.205 means any person who is certified as eligible under the Medi-Cal Program according to Title 22, Section51001.

B. EPSDT refers to Early and Periodic Screening, Diagnosis and Treatment of eligible Medi-Cal beneficiaries as funded, administered and regulated by the Federal and State governments, with specific reference to Short/Doyle Medi-Cal services provided to any beneficiary under the age of 21 with non-restricted Medi-Cal eligibility.

C. Medi-Cal Statewide Maximum Allowance (SMA) means the maximum reimbursement rate set by the State for Medi-Cal funded mental health services in the State of California.

D. Provisional Rate means the projected cost of services less the projected revenues. This rate shall be based upon historical cost and actual cost data provided by the CONTRACTOR to the COUNTY in the cost report. Provisional rates shall approximate the actual costs. Costs of services shall not exceed the Statewide Maximum Allowance (SMA). If at any time during the term of the contract the SMA rate is lowered to an amount below the provisional rate, the provisional rate must immediately be reduced to the new SMA rate.

III. SCOPE AND QUALITY OF SERVICES TO BE PROVIDED BY CONTRACTOR

A. Values and Vision: The CONTRACTOR shall abide by the El Dorado Mental Health Plan's goal of creating a "best practice" service delivery model for Mental Health, within available budget resources that will meet the critical mental health needs of El Dorado County residents. Central to this goal is a commitment to collaborative planning among the Mental Health Providers, consumers, their families, and the Mental Health Plan. Principles guiding this effort include:

- Cultural competence throughout the system
- Age appropriate services for children, young adults, adults, and seniors
- A single point of coordinated care for each client

- Client and family involvement in service planning
- Geographically accessible, community-based services
- Patients' Rights advocacy and protection

B. **Medical Necessity** for EPSDT Specialty Mental Health Services is to be met continuously by the beneficiary for the duration of provision of services. Eligibility for EPSDT Specialty Mental health Services is established by completion of an assessment with the beneficiary and their family. The assessment must establish **Medical Necessity** defined as follows by the State Department of Mental Health:

Medical Necessity is the principal criteria by which the Mental Health Plan decides authorization and/or reauthorization for covered services. Medical Necessity must exist in order to determine when mental health treatment is eligible for reimbursement under Plan benefits.

Eligibility For Mental Health Treatment (A, B and C must be present)

A. Diagnostic Criteria

Must have one of the following DSM IV diagnoses, which will be the focus of the intervention being provided.

Included Diagnoses:

- Pervasive Developmental Disorder, except Autistic Disorder which is excluded.
- Attention Deficit and Disruptive Behavior Disorders
- Feeding and Eating Disorders of Infancy or Early Childhood
- Elimination Disorders
- Other Disorders of Infancy, Childhood, or Adolescence
- Schizophrenia and Other Psychotic Disorders
- Mood Disorders
- Factitious Disorders
- Dissociative Disorders
- Paraphilias
- Gender Identity Disorders
- Eating Disorders
- Impluse-Control Disorders Not Otherwise Specified
- Adjustment Disorders
- Personality Disorders, excluding Antisocial Personality Disorder
- Medication-Induced Movement Disorders

Excluded Diagnoses:

- Mental Retardation
- Learning Disorders
- Motor Skills Disorder
- Communication Disorders

- Autistic Disorders (Other Pervasive Developmental Disorders are included)
- Tic Disorders
- Delirium, Dementia, and Amnesic and Other Cognitive Disorders
- Mental Disorders Due to a General Medical Condition
- Substance-Related Disorders
- Sexual Dysfunctions
- Sleep Disorders
- Antisocial Personality Disorder
- Other conditions that may be a focus of clinical attention, except medication induced movement disorders which are included

A beneficiary may receive services for an included diagnosis when an excluded diagnosis is also present.

B. Impairment Criteria

Must have 1,2, or 3 (at least one) of the following as a result of the mental disorder(s) identified in the diagnostic ("A") criteria:

1. A significant impairment in an important area of life functioning, or
2. A probability of significant deterioration in an important area of life functioning, or
3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. (Children covered under EPSDT qualify if they have a mental disorder which can be corrected or ameliorated, current DHS EPSDT regulations also apply).

C. Intervention Related Criteria

Must have all: 1,2, and 3 below:

1. The focus of proposed interventions is to address the condition identified in impairment criteria "B" above, and
2. It is expected the beneficiary will benefit from the proposed intervention by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning, and/or for children it is probable the child will progress developmentally as individually appropriate (or if covered by EPSDT can be corrected or ameliorated), and
3. The condition would not be responsive to physical healthcare based treatment.

EPSDT beneficiaries with an included diagnosis and a substance related disorder may receive specialty mental health services directed at the substance use component. The intervention must be consistent with, and necessary to the attainment of, the specialty mental health treatment goals.

IV. GENERAL PROGRAM AND SERVICE REQUIREMENTS

A. CONTRACTOR shall provide comprehensive specialized mental health services, as defined in the California Code of Regulations Title 9, Chapter 11, to children and youth who meet the criteria established in, and in accordance with, the El Dorado County Mental Health Plan (MHP).

B. CONTRACTOR shall obtain written pre-authorization for all mental health services from the El Dorado County Quality Improvement Unit. Services rendered by CONTRACTOR without pre-authorization shall not be reimbursed.

C. CONTRACTOR shall adhere to guidelines in accordance with Policy and Procedures issued by the El Dorado County Quality Improvement Unit.

D. CONTRACTOR shall not accept a referral for a child/youth if s/he cannot be offered an appointment to be seen within ten (10) business days.

E. CONTRACTOR shall screen 100% of referred children/youth for Medi-Cal eligibility monthly for all children/youth receiving services. The eligibility screening shall include verifying El Dorado County as the responsible County, and assessing for valid full scope aid codes.

1. If the child/youth becomes ineligible for Medi-Cal, CONTRACTOR shall take the necessary steps to ensure the timely re-instatement of Medi-Cal eligibility.

2. If the child/youth is not Medi-Cal eligible, CONTRACTOR shall screen the child for Healthy Families eligibility and assist the child and family with the Healthy Families application and eligibility process.

F. CONTRACTOR shall screen 100% of referred Healthy Families beneficiaries for Healthy Families eligibility upon receipt of referral and monthly thereafter.

G. CONTRACTOR shall use the Uniform Method of Determining Ability to Pay (UMDAP), also referred to as "Client Registration", established by the State Department of Mental Health to determine the personal financial liability of all children/youth.

1. CONTRACTOR shall explain the financial obligations to the family/care-provider and child/youth at the time of the first visit.

2. CONTRACTOR shall, if the family requests, complete a Request for UMDAP Fee Reduction/Waiver and submit to the COUNTY, for families with significant financial issues. CONTRACTOR shall notify the financially responsible party that they remain financially responsible until otherwise stated in writing from the COUNTY. Screening for Healthy Families eligibility and enrollment is required before an UMDAP Fee Reduction/Waiver would be considered.

H. CONTRACTOR shall provide Chapter 26.5 (Government Code) services in accordance with Government Code Sections 7572.5, 7576, 7582, 7585, and 7586.

1. CONTRACTOR shall coordinate with El Dorado County Quality Improvement Unit to include tracking Chapter 26.5 status and notification of all changes to the level of services for all Chapter 26.5 eligible children and youth.

2. CONTRACTOR shall attend Individualized Education Program (IEP) Team Meetings.

I. CONTRACTOR shall collaborate with all parties involved with the child and family including but not limited to parents, schools, doctors, social services, Alta Regional, Alcohol and Drug Division, and Probation. CONTRACTOR shall provide referral and linkages as appropriate.

J. CONTRACTOR shall involve child/parents/caregivers/guardian in all treatment planning and decision-making regarding the child's services as documented in the child/youth's Treatment Plan.

K. CONTRACTOR shall provide clinical supervision to all treatment staff in accordance with the State Board of Behavioral Sciences and State Board of Psychology.

L. CONTRACTOR shall attend COUNTY sponsored Provider Meetings and other work groups as requested.

M. CONTRACTOR shall provide clients with a copy of the El Dorado County Mental Health Plan Grievance and Appeal brochures and "Guide to Medi-Cal Mental Health Services". If requested, CONTRACTOR shall assist clients/families in the Grievance or Appeal process outlined in the above referenced documents.

N. CONTRACTOR shall complete all Performance Outcomes requirements in accordance with the State Department of Mental Health, and El Dorado County Mental Health Department.

O. CONTRACTOR shall adhere to the guidelines in accordance with policies and procedures issued by COUNTY Quality Improvement Unit including but not limited to:

1. CONTRACTOR shall complete all chart documentation as defined in the Quality Improvement Unit.

2. CONTRACTOR shall participate in all COUNTY required Utilization Reviews.

3. CONTRACTOR shall conduct their own internal Utilization Review.

4. CONTRACTOR shall comply with audit requests by the COUNTY.

P. CONTRACTOR is prohibited from using any unconventional mental health treatments on children. Such unconventional treatments include, but are not limited to, any treatments that violate the children's personal rights as provided in Title 22, Division 6, Chapter 1, Section 80072(3) of the California Code of Regulations. Use of any such treatments by CONTRACTOR or any therapist providing services for

CONTRACTOR shall constitute a material breach of this Agreement and may be cause for termination of this Agreement.

V. SERVICE REQUIREMENTS FOR OUTPATIENT

A. CONTRACTOR shall provide a full range of quality mental health outpatient services to the child/youth and families/care providers individually, and in various combinations, as indicated by clinical need and reflected in the Treatment Plan. Services shall be provided in accordance with the El Dorado County Mental Health Plan.

1. Mental health services shall be provided to the individual child or youth, and may include family or significant support persons.

2. Services shall be provided anywhere in the community including home, school, office or other sites. Place of service shall enhance delivery and access to service. CONTRACTOR hours shall be flexible to include weekends and evenings to accommodate the family/care provider.

3. The length, type and duration of mental health services shall be defined in the Treatment Plan. Length of service will be based on clinical need as determined by the case carrying Clinician/Therapist/Service Coordinator in collaboration with the child/youth/family, but will not exceed the time authorized by El Dorado County Quality Improvement Unit on the Treatment Plan.

4. The client shall be defined as the authorized child/youth that is receiving mental health services from the CONTRACTOR. In cases where there is more than one (1) child/youth in the same family receiving mental health services, each child/youth is considered to be a separate client.

B. CONTRACTOR shall provide referrals and/or facilitate linkage to community social services for needs such as housing, food, clothing and transportation.

VI. SERVICE REQUIREMENTS FOR SB 163 WRAPAROUND

A. CONTRACTOR shall provide a full range of quality mental health services to the child/youth and families/care providers individually, and in various combinations, as indicated by clinical need and reflected in the Treatment Plan. Services shall be provided in accordance with the El Dorado County Mental Health Plan.

1. Mental health services shall include, but are not limited to therapy (individual and group), rehabilitation, collateral, plan development, case management, and crisis intervention services.

2. Mental health services shall be provided to the individual child or youth, and are to include family and significant support persons.

3. Services are to be provided anywhere in the community including home, school, office or other sites. Place of service shall enhance delivery and access to service. CONTRACTOR hours shall be flexible to include weekends and evenings to accommodate the family/care provider.

4. CONTRACTOR shall develop Treatment Plans to address the target behaviors causing impairment in functioning.

5. The length, type and duration of mental health services shall be defined in the Treatment Plan or Reauthorization Assessment. Length of service will be based on clinical need as determined by the case carrying Clinician/Therapist/Service coordinator in collaboration with the child/youth/family, but will not exceed the length authorized.

B. CONTRACTOR shall provide a comprehensive array of specialized mental health services, including flexible wraparound services, to eligible children and youth in accordance with the Department of Social Services All County Information Notice Number I-28-99.

C. CONTRACTOR shall provide Wraparound services to children and youth who are eligible for Medi-Cal, Title IV-E Waiver dollars, SB 1667 funds, or Chapter 26.5 services, and who meet the El Dorado County Mental Health Department target population criteria and would benefit from intensive Wraparound services.

D. Target population to be served is children and youth at risk of RCL 10/14 out of home care, or currently placed in RCL 10/14 care.

E. CONTRACTOR shall provide referrals and/or facilitate linkage to community social services for needs such as housing, food, clothing, and transportation

F. CONTRACTOR shall develop a Family Team that is comprised of family, friends, agency staff and people who are involved with the child and family to support the family. The Family Team shall determine service needs. The Family Team is to complete a strength-based assessment, along with a Family Team Plan that included a crisis plan, within 15 days of the referral.

G. CONTRACTOR shall be available 24 hours per day 7 days per week including holidays to provide: 1) Immediate face to face response to a crisis call, 2) Immediate support services to all family members, 3) Emergency Family Team meeting to revise safety plans as needed.

H. CONTRACTOR shall have a Policy and Procedure to address after-hours work and supervisor availability.

I. CONTRACTOR shall incorporate all goals and objectives on the Individual Education Plan (IEP) related to the child/youth's mental health needs into the child/youth's Treatment Plan.

VII. SERVICE REQUIREMENTS FOR THERAPUETIC BEHAVIORAL SERVICES (TBS)

A. CONTRACTOR shall provide Therapeutic Behavioral Service (TBS) in accordance with the State Department of Mental Health guidelines, and as outlined in the El Dorado County Mental Health Plan.

B. CONTRACTOR shall develop the TBS Client Plan in order to provide an array of individualized, one-to-one services that target behaviors or symptoms which jeopardize existing placements, or which are barriers to transitioning to a lower level of residential placement.

C. CONTRACTOR shall ensure that services are available at times and locations that are convenient for parents/care providers and acceptable to the child/youth.

D. CONTRACTOR shall develop a Transition Plan at the inception of TBS.

1. The Transition Plan shall outline the decrease and/or discontinuance of TBS when they are no longer needed, or appear to have reached a plateau in effectiveness.

2. When applicable, CONTRACTOR shall include a plan for transition to adult services when the child/youth turns twenty-one (21) years old, and is no longer eligible for TBS.

E. CONTRACTOR shall provide services at any community location not otherwise prohibited by regulations. These may include homes, foster homes, group homes, after school programs, and other community settings.

F. CONTRACTOR shall incorporate all goals and objectives on the IEP related to the child/youth's mental health needs into the child/youth's TBS client plan when appropriate.

G. CONTRACTOR shall provide the number of service hours to the child/youth as indicated on the TBS client plan. Service hours shall not exceed twenty four (24) hours on any given day.

H. CONTRACTOR shall comply with all TBS policies and procedures developed by the El Dorado Mental Health Department.

I. CONTRACTOR shall comply with all State Department of Mental Health (DMH) letters related to TBS readily available on the DMH website.

VIII. Service Requirements for Day Treatment Intensive and Day Rehabilitation

In addition to meeting the requirements of Title 9, California Code or Regulations (CCR), Sections 1840.318, 1840.328, 1840.330, 1840.350, and 1840.352, and State Department of Mental Health Notification Letter No. 02-06, providers of day treatment intensive and day rehabilitation shall include the following minimum service components in day treatment intensive or day rehabilitation:

a. Community meetings, which mean meetings that occur at a minimum once a day, but may occur more frequently as necessary, to address issues pertinent to the continuity and effectiveness of the therapeutic milieu that may, but are not required to be part of the continuous therapeutic milieu; actively involve staff and clients; for day treatment intensive, include a staff person whose scope of practice includes psychotherapy; for day rehabilitation, include a staff person who is a physician; a licensed/waivered/registered psychologist, clinical social worker, or marriage and family therapist; a registered nurse, a psychiatric technician, a licensed vocational nurse, or a mental health rehabilitation specialist; address relevant items including, but not limited to what the schedule for the day will be, any current event, individual issues clients or staff wish to discuss to elicit support of the group, conflict resolution within the milieu, planning for the day, the week, or for special events, old business from previous meetings or from previous day treatment experiences, and debriefing or wrap-up.

b. A therapeutic milieu, which means a therapeutic program that is structured by the service components described in subsections a. and b. below with specific activities being performed by identified staff; takes place for the continuous scheduled hours of operation for the program (more than four hours for a full-day program and a minimum of three hours for a half-day program); includes staff and activities that teach, model and reinforce constructive interactions; includes peer and staff feedback to clients on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress; involves clients in the overall program, for example, by providing opportunities to lead community meetings and to provide feedback to peers; includes behavior management interventions that focus on teaching self-management skills that children, youth, adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function well with minimal or no additional therapeutic intervention.

The therapeutic milieu service components described in subsections 1) and 2) below shall be made available during the course of the therapeutic milieu for at least a weekly average of three hours per day for full-day programs and an average of two hours per day for half-day programs. (For example, a full-day program that operates five days per week would need to provide a total of 15 hours for the week; a full-day program that operates for seven days a week would need to provide a total of 21 hours for the week.)

1) Day Rehabilitation shall include:

a) Process groups, which are groups facilitated by staff to help clients develop the skills necessary to deal with their individual problems and issues by using the group process to provide peer interaction and feedback in developing problem-solving strategies and to assist one another in resolving behavioral and emotional problems. Day rehabilitation may include psychotherapy instead of process groups or in addition to process groups.

b) Skill building groups, which are groups in which staff help clients to identify barriers related to their psychiatric and psychological experiences and, through the course of group interaction, become better able to identify skills that address symptoms and behaviors and to increase adaptive behaviors.

c) Adjunctive therapies, which are non-traditional therapies in which both staff and clients participate that utilize self-expression (art, recreation, dance, music, etc.) as the therapeutic intervention. Participants do not need to have any level of skill in the area of self-expression, but rather be able to utilize the modality to develop or enhance skills directed towards client plan goals.

c. An established protocol for responding to clients experiencing a mental health crisis. The protocol shall assure the availability of appropriately trained and qualified staff and include agreed upon procedures for addressing crisis situations. The protocol may include referrals for crisis intervention, crisis stabilization, or other specialty mental health services necessary to address the client's urgent or emergency psychiatric condition (crisis services). If clients will be referred to crisis services outside the day treatment intensive or day rehabilitation program, the day treatment intensive or day rehabilitation staff shall have the capacity to handle the crisis until the client is linked to the outside crisis services.

d. A detailed weekly schedule that is available to clients and, as appropriate, to their families, caregivers or significant support persons. The detailed schedule will be a written weekly schedule that identifies when and where the service components of program will be provided and by whom. The written weekly schedule shall specify the program staff, their qualifications, and the scope of their responsibilities.

e. Staffing ratios that are consistent with the requirements in Title 9, CCR, Sections 1840.350 and 1840.352, and, for day treatment intensive, that include at least one staff person whose scope of practice includes psychotherapy.

Program staff may be required to spend time on Day Treatment Intensive and Day Rehabilitation activities outside the hours of operation and therapeutic milieu, e.g., time for travel, documentation, and caregiver contacts. These Day Treatment Intensive and Day Rehabilitation activities are included in the day rate and are not to be billed separately from, or in addition to the day rate.

The Contractor shall require that at least one staff person is present and available to the group in the therapeutic milieu for all scheduled hours of operation.

The Contractor shall require that if Day Treatment Intensive or Day Rehabilitation staff are also staff with other responsibilities (e.g., as staff of a group home, a school, or another mental health treatment program), a clear audit trail is documented by the provider. The Contractor shall require that there be documentation of the scope of responsibilities for these staff and the specific times in which day treatment intensive or day rehabilitation activities are being performed exclusive of other activities.

f. An expectation that the beneficiary will be present for all scheduled hours of operation for each day. When a beneficiary is unavoidably absent for some part of the hours of operation, the Contractor shall ensure that the provider receives Medi-Cal reimbursement for Day Treatment Intensive and Day Rehabilitation for an individual beneficiary only if the beneficiary is present for at least 50 percent of the scheduled hours of operation for that day.

h. At least one contact, face-to-face or by an alternative method (e.g., e-mail, telephone, etc.) per month with a family member, caregiver or other significant support person identified by an adult client, or one contact per month with the legally responsible adult for a client who is a minor. Adult clients may choose whether or not this service component is done for them. The contacts and involvement should focus on the role of the significant support person in supporting the client's community reintegration. It is expected that this contact will occur outside hours of operation and the therapeutic milieu for Day Treatment Intensive and Day Rehabilitation, and not be billed for separately, or in addition to the day rate.

EXHIBIT "B"

CONTRACT RATES

FY 06/07

Promotora	$22 per hour
Therapist	$38.50 per hour
Psychologist	$110 per hour
Supervisor (MFT)	$41.25 per hour

FY 07/08

Promotora	$22.88 per hour
Therapist	$40.04 per hour
Psychologist	$110 per hour
Supervisor (MFT)	$42.90 per hour

REIMBURSABLE EXPENSES

Program Vehicle (one time purchase in FY 06/07)	not to exceed $22,500
Laptop computer and printer (one time purchase in FY 06/07)	not to exceed $1,980.00
Auto insurance and maintenance	not to exceed $3,100.00 per year of contract
Mileage	not to exceed $7,500.00 per year of contract
Materials, supplies, signage and advertising	not to exceed $2,500 in FY 06/07 not to exceed $1,500 in FY 07/08

Not to exceed amount for FY 06/07 is $67,848 (plus up to $22,500 for purchase of program vehicle)

Not to exceed amount for FY 07/08 is $82,457

EXHIBIT "C"

EL DORADO COUNTY
MENTAL HEALTH DEPARTMENT

POLICY/PROCEDURE

SUBJECT: Adherence to the Mental Health Services Act (MHSA) Guiding Principles	**POLICY NUMBER:**
APPROVED BY: Barry Wasserman, LCSW, Interim Director	**DATE:** _____

Background:
In November 2004, California voters passed Proposition 63, the Mental Health Services Act (MHSA), to expand funding for a comprehensive, community-based mental health system for seriously emotionally disturbed youth and seriously mentally ill adults. A key intent was to "transform" the existing public mental health delivery system on a number of levels. This document specifies how the El Dorado County Mental Health system and its contract providers will embrace the vision and put into practice the guiding principles for the MHSA identified by California stakeholders and the State Department of Mental Health (see California Department of Mental Health Vision Statement and Guiding Principles for DMH Implementation of the Mental Health Services Act, February 16, 2005, Attachment A).

Policy:
The El Dorado County Mental Health Department supports the vision, guiding principles, and essential elements for use of the Mental Health Services Act (MHSA) funding put forward by the State Department of Mental Health as a result of the state-level stakeholder process—including the requirement that services are voluntary in nature (see Attachment A and A Readers Guide to MHSA CSS Three-Year Program and Expenditure Plan Requirements, Attachment B). These parameters will be applied in the planning, program implementation and evaluation process of MHSA service delivery, and apply to community providers who are awarded MHSA service contracts.

Vision
El Dorado County Mental Health joins with state stakeholders and county community members in striving "to create a state-of-the art, culturally competent system that promotes recovery/wellness for adults and older adults with severe mental illness and resiliency for children with serious emotional disorders and their families." Along with DMH, EDCMH commits to looking "beyond business as usual to help build a system where access will be easier, services are more effective, out-of-home and institutional care are reduced and stigma toward those with severe mental illness or serious emotional disturbance no longer exists (see Attachment A).

Guiding Principles

The El Dorado County Mental Health Department will utilize the following guiding principles as a means to work toward the above vision (paraphrased from Attachment A):

In order to look beyond "business as usual", we will:

1. Increase participation of clients and families in all aspects of the mental health service delivery system;
2. Increase consumer-operated services;
3. Adopt an approach to services in which clients and families participate in the development of their individualized plan of service that is client and family-driven, strengths-based and culturally competent;
4. Explore the needed changes in service location to ensure increased access in a timely fashion;
5. Eliminate ineffective policies, practices, and services in favor of values-driven, evidenced-based approaches that are responsive to clients and produce positive outcomes;
6. Increase treatment options and ensure informed choice for our clients improving the attainment of our clients' goals;
7. Create integrated screening, assessment, and unified treatment plans at all points of entry into the service delivery system for persons with both mental illness and substance abuse problems;
8. For youth, ensure meaningful collaboration with child welfare, juvenile justice, education and primary healthcare, in order to provide comprehensive services and attain positive outcomes;
9. For transitional age youth, ensure a point of contact for youth transitioning from the youth to adult system and unique programming to address their developmental needs;
10. For adults, ensure meaningful collaboration with local resources in order to provide integrated services with the goals of adequate healthcare, independent living, and self-sufficiency;
11. For older adults, implement strategies for community-based care that is integrated with physical healthcare, with the ability to reside in their community of choice as a fundamental objective;
12. Reduce the negative effects of untreated mental illness, such as institutionalization, homelessness, incarceration, suicide and unemployment;
13. Increase collaborative and integrated opportunities for clients in education, employment, housing, social relationships, and meaningful contribution to community life through community partnerships;
14. Reduce disparities in service access and utilization;
15. Implement culturally competent assessments and services;
16. Routinely employment outcome monitoring and use of data at the consumer, system, and community level to assist in program planning;
17. Create a structure and process whereby changes in service array result from intended outcomes—including the necessary training and support for the mental health staff to make this process effective; and,
18. Adopt effective service delivery approaches, use of standard performance indicators, data measurement and reporting strategies to ensure the achievement of MHSA accountability goals.

Five Essential Elements

The El Dorado County Mental Health Department will apply the five essential elements of the MHSA in all MHSA program planning, implementation and evaluation processes.

These elements are:

- Community collaboration
- Cultural competency
- Client/family-driven services
- Wellness focus
- Integrated services.

Procedure:

- This policy will be reviewed in the All Staff meetings upon publication.
- Supervisors will review this policy with all new employees as part of their orientation process to the Department.
- MHSA contract providers will be trained in the content of this policy and their contract will require compliance with and support of this policy.
- These important elements, the Vision, Guiding Principles, and Essential Elements, will be incorporated in new program development training as the MHSA CSS programs are implemented.
- The content of this policy will serve as a benchmark for all MHSA programs. Annual reports and contract reviews must address these elements to demonstrate compliance and progress in these areas.
- All EDCMH employees and contract providers are expected to comply with this policy.
- The MHSA Project Management Team, EDCMH Contracts Officer, the EDCMH Program Managers, and the Department Director are responsible for ensuring compliance with this policy.

ATTACHMENT A

California Department of Mental Health (DMH)
Vision Statement and Guiding Principles for DMH Implementation of the Mental Health Services Act
February 16, 2005

Introduction

The Mental Health Services Act (MHSA) includes a clear set of challenging goals for all stakeholders to hold in common as the MHSA becomes reality.[1] Within the context of those common goals, the California Department of Mental Health (DMH) developed, in partnership with stakeholders, a ***Vision Statement*** and ***Guiding Principles*** to use as it implements the Community Services and Supports component of the MHSA.[2]

Most of the language and concepts included in the Vision Statement and Guiding Principles document were originally presented to MHSA stakeholders on the DMH website and at a public meeting in Sacramento in December 2004. At that time it was entitled "DMH Vision Statement". Since then, in response to stakeholder comments and DMH policy clarification, this document has become a Vision Statement and Guiding Principles for DMH to hold for itself and stakeholders as it implements the Community Services and Supports component of the MHSA.

VISION STATEMENT

TO GUIDE DMH IN THE IMPLEMENTATION OF COMMUNITY SERVICES AND SUPPORTS

As a designated partner in this critical and historic undertaking, the California Department of Mental Health (DMH) will dedicate its resources and energies to work with stakeholders to create a state-of-the-art, culturally competent system that promotes recovery/wellness for adults and older adults with severe mental illness and resiliency for children with serious emotional disorders and their families. In its implementation responsibilities under the MHSA DMH pledges to look beyond "business as usual" to help build a system where access will be easier, services are more effective, out-of-home and institutional care are reduced and stigma toward those with severe mental illness or serious emotional disturbance no longer exists.

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[1] Mental Health Services Act, "Section 3. Purpose and Intent."

[2] "Community Services and Supports" means the same as "System of Care" in the MHSA, Welfare and Institutions Code Sections 5878.1- 3 and 5813.5

GUIDING PRINCIPLES

TO GUIDE DMH IN THE IMPLEMENTATION OF COMMUNITY SERVICES AND SUPPORTS

Beyond the goals in statute for the MHSA as a whole, DMH has developed, with stakeholder input, a set of Guiding Principles. These Guiding Principles will be the benchmark for DMH in its implementation of the MHSA Community Services and Supports component. DMH will work toward significant changes in the existing public mental health system in the following areas:

Consumer and Family Participation and Involvement

1. Significant increases in the level of participation and involvement of clients and families in all aspects of the public mental health system including but not limited to: planning, policy development, service delivery, and evaluation.

2. Increases in consumer-operated services such as drop-in centers, peer support programs, warm lines, crisis services, case management programs, self-help groups, family partnerships, parent/family education, and consumer provided training and advocacy services.

3. Full implementation of an approach to services through which each client and her/his family, as appropriate, participates in the development of an individualized plan of services determined by the individual's goals, strengths, needs, race, culture, concerns and motivations.

Programs and Services

4. Changes in access and increased geographic proximity of services so that clients will be able to receive individualized, personalized responses to their needs within a reasonable period of time and to the extent needed to enable them to live successfully in the community.

5. Elimination of service policies and practices that are not effective in helping clients achieve their goals. Ineffective treatment methods will be replaced by the development and expansion of new values-driven, evidence-based and promising practices, policies, approaches, processes and treatments which are sensitive and responsive to clients' cultures and produce more favorable outcomes.

6. Increases in the array and types of available services so children, transition age youth, adult and older adults clients and their families will be able to choose, in consultation with mental health professionals, the kinds of services and the intensity of services that will assist them in attaining the goals in their individualized plans.

7. Integrated treatment for persons with dual diagnoses, particularly serious mental illness and serious substance use disorders, through a single individualized plan, and integrated screening and assessment at all points of entry into the service system.

Age–Specific Needs

8. For children, youth and their families, implementation of specific strategies to achieve more meaningful collaboration with child welfare, juvenile justice, education and primary healthcare, in order to provide comprehensive services designed to enable youth to be safe, to live at home, to attend and succeed in school, abide by the law, be healthy and have meaningful relationships with their peers.

9. For transition-age youth[3], programming to address the unique issues of this population who must manage their mental health issues while moving toward independence. This should include a person as a point of contact who would follow youth as they transition from the youth systems into the adult system or move out of the mental health system. To meet the needs of these youth, programming needs to include specific strategies for collaboration between the youth and adult systems of care, education, employment and training agencies, alternative living situations and housing and redevelopment departments.

10. For adults, implementation of specific strategies to achieve more meaningful collaboration with local resources such as physical health, housing, employment, education, law enforcement and criminal justice systems in order to promote creative and innovative ways to provide integrated services with the goals of adequate health care, independent living and self-sufficiency.

11. For older adults, implementation of specific strategies to increase access to services such as transportation, mobile and home-based services, comprehensive psychiatric assessments which include a physical and psychosocial evaluation, service coordination with medical and social service providers and integration of mental health with primary care. The ability to reside in their community of choice is a fundamental objective.

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[3] The MHSA defines transition age as youth ages 16 to 25 in Welfare and Institutions Code (WIC) 5847.

12. For all ages, reductions in the negative effects of untreated mental illness including reductions in institutionalization, homelessness, incarceration, suicide, and unemployment.

Community Partnerships

13. Significant increases in the numbers of agencies, employers, community based organizations and schools that recognize and participate in the creation of opportunities for education, jobs, housing, social relationships and meaningful contributions to community life for all, including persons with mental illness. Care must be collaborative and integrated, not fragmented.

Cultural Competence

14. Outreach to and expansion of services to client populations to more adequately reflect the prevalence estimates and the race and ethnic diversity within counties and to eliminate disparities in accessibility and availability of mental health services.

15. Implementation of more culturally and linguistically competent assessments and services that are responsive to a client's and family's culture, race, ethnicity, age, gender, sexual orientation and religious/spiritual beliefs.

Outcomes and Accountability

16. Expanded commitment to outcome monitoring including developing/refining strategies for evaluation of consumer outcomes, and system and community indicators, using standardized measurement approaches whenever possible. Data needs to be readily accessible and viewed as an essential part of program planning.

17. Development and implementation of policy and procedures to ensure that changes in service array in the future are based on intended outcomes. This may necessitate increased training and support for the mental health workforce.

18. Achievement of the MHSA accountability goals necessitates statewide adoption of consistent, effective service delivery approaches as well as standard performance indicators, data measurement and reporting strategies.

Taking a Comprehensive Viewpoint

19. Beyond the MHSA goals, and the DMH Vision Statement and Guiding Principles for implementation of Community Services and Supports, DMH will rely on the principles, goals, strategies, data and other information from the following nationally recognized documents and sources:

    - Principles articulated in the *President's New Freedom Commission Report* on Mental Health report.

    - Accountability based on the spirit of the Institute of Medicine's *Crossing the Quality Chasm* report.

    - Accountability based on the findings of Mental Health: Culture, Race and Ethnicity, A Supplement to Mental Health: A Report of the Surgeon General, U.S. Department of Health and Human Services, 2001.

    - The vision, mission and values of the public mental health system as articulated in the California Mental Health Planning Council's *Master Plan*.

    - DMH will also consider previous reviews of the public mental health system such as the Little Hoover Commission reports and the reports of the Select Committee of the California Legislature.

Summary of Stakeholder Input

DMH and all stakeholders owe a debt of gratitude to those individuals who attended the December 17, 2004 initial MHSA stakeholders meeting in Sacramento. The comments and input provided on that occasion have proven to be invaluable guidance for DMH in the implementation of Community Services and Supports.

Pacific Health Consulting Groups noted the following as key stakeholder concerns about the original Vision Statement in the summary of the December 17, 2004 meeting:

"Participants provided both written and verbal comments about the vision statement. About 260 people provided about 380 written comments, many making more than one comment. The major themes were, in order of the numbers of comments per theme:

- Populations/Consumers and Family
- Children
- Alternative Treatments/Support Services
- Integration with Primary Care
- Workforce and Training
- Cultural Competence
- Outcomes/Quality of Life
- Prevention and Early Intervention
- Best Practices/Seamlessness/Transformation
- Stakeholders/Collaboration/Criminal Justice
- Substance Abuse/Co-occurring Disorders"

DMH concurred with stakeholder comment that the Vision Statement as initially written was too long and yet didn't address all the various components of the MHSA. It was also clear that the goals written in the MHSA itself provide the best over-all picture of what the MHSA should achieve.

DMH adapted the language of the Vision Statement so that it became both a Vision Statement and Guiding Principles. These are intended to refer *only* to DMH's implementation of the MHSA Community Services and Support Component within the context of the goals of the MHSA. DMH realizes it may be necessary to develop similar implementation visions and principles as it proceeds with implementation of other components. In addition, many stakeholder concerns expressed about the initial draft have been clarified and moved to DMH Letter 05-01 which was issued in January, 2005. Remaining concerns are included in the "Draft Community Services and Supports Plan Requirements" that is presently under review by stakeholders.

EXHIBIT "D"

EL DORADO COUNTY
MENTAL HEALTH DEPARTMENT

POLICY/PROCEDURE

SUBJECT: Adherence to the Mental Health Services Act (MHSA) Cultural Competency Requirements	**POLICY NUMBER:**
APPROVED BY: _____ Barry Wasserman, LCSW, Interim Director	**DATE:** _____

Background:
The following factors highlight the critical role that culture, ethnicity, and language differences play in the field of public mental health service delivery (from the Technical Assistance Document 5, Considerations for Embedding Cultural Competency, DMH draft, May 23, 2005):

- The non-Hispanic white population represents 47% of the California population and therefore ethnic, racial, linguistic and multiracial groups represent the majority of the State's population.
- Racial and ethnic populations are a growing segment of the US population and in California, the data from the County Mental Health Plans indicates that disparities exist among ethnic and racial groups.
- Collectively, ethically, racially and linguistically diverse populations experience greater disability from emotional and behavioral disorders relative to Caucasian populations:
    - partially due to decreased access and poorer quality of care
    - partially due to inadequate funding of the public mental health system and its inability to address the unique needs of diverse groups
    - the result is misdiagnoses, mistrust, and poor utilization of services
- Furthermore, ethnically, racially, and linguistically diverse populations experience more stressful environments due to poverty, violence, discrimination and racism.
- Ethnic and racial groups are over-represented in vulnerable populations, such as the homeless, foster care, and incarcerated youth;
- Public mental health systems must comply with federal and state legislation regarding services for limited English-proficient individuals, such as mandates for meaningful and equal access to health and social services.
- The only threshold language (language spoken by at least 5% of the county population thereby requiring increased levels of available resources, i.e., translated written materials) in El Dorado County at this time is Spanish.
- Culturally competent services and systems are fiscally prudent—it is estimated that the general cost of untreated or poor treatment of mental illness is $113 billion a year.

"Cultural competence is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations" (DMH Information Notice. : 02-03).

A culturally competent service delivery system provides the following efficiencies:

- Improved service access, including early intervention;
- Accuracy of diagnosis;
- Appropriate and individualized service planning and efficiency;
- Effective integration of the client's family (including extended family);
- Use of relevant community resources;
- Use of external resources in client services; and,
- Financial efficiencies—cost-avoidance and cost-effectiveness.

A culturally competent service delivery system will look very different from the traditional approach:

- Planning will involve the community in setting goals and outcomes—including new and different partners for a mental health department.
- Different help-seeking behavior, communication and parenting styles, culturally-based treatments and healers will be recognized.
- Operating procedures will be adapted to meet community needs as opposed to expecting that various diverse communities will adapt to the existing system.
- There is recognition that studies generally do NOT include the perspective of ethnic communities.
- There is an awareness and understanding that the standard categories, such as breakdown by age groups, is not necessarily compatible with how ethic communities operate—for example, ethnic/racial/linguistic populations operate as an integrated system, often living in multi-generational households. Therefore, a transformed system would provide services within a community setting, not to individuals by age.

In November 2004, California voters passed Proposition 63, the Mental Health Services Act (MHSA), to expand funding for a comprehensive, community-based mental health system for seriously emotionally disturbed youth and seriously mentally ill adults. A central feature to the "transformation" of the public mental health service delivery system is the ability to decrease ethnic disparities in access to and benefits from services. The State Department of Mental Health (DMH) developed Technical Assistance Document 5 which offers "Consideration for Embedding Cultural Competency" (Attachment A) within MHSA program planning. Further, the requirements of the Community Services and Supports (CSS) MHSA three-year plan required data analysis and program planning which specifically addressed the identification of local ethnic disparities in service access and in the community issues which result from unmet mental health needs and subsequent program planning.

This policy and procedure is intended to outline the approach and expectations that the El Dorado County Mental Health Department has identified for the MHSA programs.

Policy:

The El Dorado County Mental Health Department has established the following basic elements for all MHSA programs to facilitate culturally competent practices, to increase access and improved outcomes, and to thereby decrease ethnic disparities in mental healthcare.

These standards apply to community providers who are awarded MHSA service contracts.

- Free interpretation services must be offered and effectively accessed for any client with limited English proficiency (LEP).
- Forms, documents and signage must be translated in all threshold languages.
- Bilingual/bicultural staff for threshold languages will be actively recruited for all positions.
- Annual training to increase culturally competency skills will be provided and all Department and contractor provider staff must attend.
- Culturally competent service delivery will include assessments at all entry points which explore issues of ethnicity, language, culture, gender, sexual orientation, and religious/spiritual practices that may be relevant treatment issues. This information will be documented and tracked for program development purposes.

The following documents will be used to provide a framework and standards of practice that will be developed for all MHSA programs:

- Framework for Eliminating Cultural, Linguistic, Racial and Ethic Behavioral Health Disparities, adopted by the California Mental Health Directors Association (CMHDA) on March 10, 2005 and prepared by Ethnic Services Managers from the Bay Area, Central, Southern, and Superior Regions.
- Cultural competence Standards in Managed Mental Health Care Services: Four Underserved/Underrepresented Racial/Ethnic Groups, Final Report from Working Groups on Cultural Competence in Managed Mental Health Care Services, Center for Mental Health Services, SAMHSA, US DHHS.

Procedures

<u>Provision of free-interpretation services/non-requirement of client-provided interpretation</u>
El Dorado County Mental Health and any service contract providers must proactively offer free interpretation services to clients. Clients may not be required to provide their own interpreters. If a client prefers to provide their own interpreter, staff must ensure that the interpreter is not a minor. Further, the client must sign a release form to indicate their consent and to waive privilege of confidentiality with the interpreter.

Signage explaining this policy should be visibly displayed in public service areas in all threshold languages. Further, the AT & T language line can be used as a resource in any language—including to convey to the client that free interpretation services are available and to identify the language that the client prefers if it is not clear to the staff member.
The offer of interpretation services, how this offer was conveyed, and how the client responded should be documented in the client record. Further, use of an interpreter should also be documented in the client record time it occurs.

Finally, service sites should establish effective procedures for all staff to follow to ensure that interpretation services are quickly obtained so that clients are not discouraged in their attempt to access mental health services—this includes procedures and training for support staff and other non-clinical staff who may come in contact with the public and may often be the first point of contact for the public.

Provision of program documents, forms, and signage in threshold languages

All MHSA program marketing materials, client forms, and signage must be translated in all threshold languages (Spanish). The Department's Ethnic Services Coordinator has responsibility for identifying an effective translator and for maintaining an original copy of all MHSA forms in English and Spanish. Any requests of changes to MHSA forms therefore must be coordinated with the Ethnic Services Coordinator.

Active recruitment of bilingual/bicultural employees for threshold languages

Recruitment of bilingual/bicultural staff in threshold languages will be a routine practice. Resources include ethnically-oriented professional organizations, graduate schools, employment websites, ethnic media, and the local ethnic service providers.

Annual training:

Training to increase skills in cultural competency will be provided by the Department to all staff and MHSA contract providers and are considered mandatory. Topics will range and may include training in sensitivity to difference, assessment skills, and culture-specific training. Evidence-based practices that have demonstrated positive outcomes for ethnic groups will be pursued as part of ongoing system improvement (e.g., Multidimensional Family Therapy, and use of the Promotora model). Training to be an effective interpreter will be provided for bilingual Spanish-speaking staff and training in the effective use of interpreters will be provided for direct service clinical staff.

Service provision

- All MHSA assessments and data collection will include inquiry regarding the ethnicity and preferred language of all clients served.
- Service plans must address issues of culture, language, and various areas of difference, as appropriate.
- Chart audits to ensure compliance will be conducted by EDCMH.
- Partnership and collaboration with ethic-service agencies will be pursued for the Latino and Native American populations, specifically exploring collaborative outreach and case management.
- Chart audits and monitoring protocols will be applied to both the Department and contract providers to ensure compliance with these standards via the Clinical Review Subcommittee and the Cultural Competency Subcommittee.
- The Ethnic Services Coordinator and the Cultural Competency Subcommittee shall provide leadership in applying the framework and standards in the CMHDA and SAMHSA documents.

EXHIBIT "E"

El Dorado County Mental Health Department

CONFIDENTIALITY STATEMENT

There are some important legal restrictions on the release of patient information and records. These restrictions are for the protection of the psychiatric patient and cover mental health service programs. Confidentiality covers all information on both inpatients and outpatients, including information on whether or not a person is a patient.

Access to records for El Dorado County Mental Health staff, interns, volunteers, etc., is limited to information necessary to perform specific clinical treatment or Utilization Review and Quality Assurance functions on a professional "need to know" basis.

The Lanterman-Petris Short Act contained in the Welfare and Institutions Code states in part:

Section 5328:

"All information and records obtained in the course of providing services ... to either voluntary or involuntary recipients of services shall be confidential...".

The specific circumstances under which information and records may be released are spelled out in the sub-sections.

Section 5530 speaks to the enforcement of this law as follows:

"Any person may bring an action against an individual who has willfully and knowingly released confidential information or records concerning him in violation of the provision of this chapter, for the greater of the following amounts:

(1) Ten Thousand ($10,000) Dollars or:

(2) Three (3) times the amount of actual damages, if any, sustained by the plaintiff... It is not a prerequisite to an action under this section that the plaintiff suffer or be threatened with actual damages."

In addition to the LPS law, a breach of confidentiality is a serious infraction of the County of El Dorado policy and may result in dismissal.

Pledge of Confidentiality: I certify by my signature that I will not give information about patients to unauthorized persons and to do so would be a serious violation of my responsibility.

Signature: _____

Position: _____

Date: _____

EXHIBIT "F"

EL DORADO COUNTY
MENTAL HEALTH DEPARTMENT

POLICY/PROCEDURE

SUBJECT: Code of Conduct	**POLICY NUMBER:** II-A-0-004
APPROVED BY: Barry Wasserman, LCSW, Interim Director	**DATE:**

El Dorado County Department of Mental Health ("EDCDMH") maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. EDCDMH and each of its employees and contractors shall follow this Code of Conduct.

PURPOSE

The purpose of the EDCDMH Code of Conduct is to ensure that all EDCDMH employees and contractors are committed to conducting their activities ethically and in compliance with all applicable state and federal statutes, regulations, and guidelines applicable to Federal Health Care programs, and with all EDCDMH Policies and procedures. This Code of Conduct also serves to demonstrate EDCDMH's dedications to providing quality care to its patients, and to submitting accurate claims for reimbursement to all payers.

CODE OF CONDUCT – GENERAL STATEMENT

- The Code of Conduct is intended to provide EDCDMH employees and contractors with general guidelines to enable them to conduct the business of EDCDMH in an ethical and legal manner;

- Every EDCDMH employee and contractor is expected to uphold the Code of Conduct;

- Failure to comply with the Code of Conduct, or failure to report reasonable suspected issues of non-compliance, may subject the EDCDMH employee or contractor to disciplinary action, up to or including termination of employment or contracted status. In addition, such conduct may place the individual, or EDCDMH, at substantial risk in terms of its relationship with various payers. In extreme cases, there is also the risk of action by a governmental entity up to and including an investigation, criminal prosecution, and/or exclusion form participation in the Federal Health Care Programs.

CODE OF CONDUCT

All EDCDMH employees and contractors:

- Shall perform their duties in good faith and to the best of their ability;
- Shall comply with all statutes, regulations, and guidelines applicable to Federal Health Care program, and with EDCDMH's own Policies and Procedures;
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or policy, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate supervisor or the designated Compliance Officer;
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with EDCDMH;
- Shall notify the Compliance Officer immediately upon the receipt (at work or at home) of any inquiry, subpoena, or other agency or government request for information regarding EDCDMH;
- Shall not destroy or alter EDCDMH information or documents in anticipation of, or in response to, a request for documents by any applicable government agency or from a court of competent jurisdictions;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving EDCDMH;
- Shall disclose to the Compliance Officer any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with EDCDMH's vendors or contractors;
- Shall not participate in any false billing of patients, government entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;
- Shall not pay or arrange for EDCDMH to pay any person or entity for the referral of patients to EDCDMH, and shall not accept any payment or arrange for EDCDMH to accept any payment for referrals from EDCDMH;

- Shall not use confidential EDCDMH information for their own personal benefit or for the benefit of any other person or entity, while employed at or under contract to EDCDMH, or at any time thereafter;

- Shall not disclose confidential medical information pertaining to EDCDMH's patients without the express written consent of the patient or pursuant to court order and in accordance with the applicable law and EDCDMH applicable Policies and Procedures;

- Shall promptly report to the Compliance Officer any and all violations or reasonably suspected violations of the Code of conduct by other employees or contractors;

- Shall promptly report to the Compliance Officer any and all violations or reasonably suspected violations of any statute, regulations, or guideline applicable to Federal Health Care programs or violations of EDCDMH's own Policies and Procedures by other employees or contractors;

- Shall have the right to use the Confidential Disclosure Program without fear of retaliation with respect to disclosures; and with EDCDMH commitment to maintain confidentiality, as appropriate; and

- Shall not engage in or tolerate retaliation against any employee(s) or contractor(s) who report suspected wrongdoing.

CERTIFICATION

I, _____ by signing this Certification acknowledge that:

1. I have received a copy of the attached Code of Conduct Policy.

2. I have read the attached copy of the Code of Conduct Policy.

3. I agree to comply with the attached copy of the Code of Conduct Policy.

Signed _____

Date _____

Please return this signed-off original Certification to the El Dorado County Mental Health Compliance Officer.

Thank you.

EXHIBIT "G"

El Dorado County Mental Health Department
Mental Health Services Act (MHSA) Latino Engagement Initiative

In order to comply with Federal, State and MHSA program requirements, upon award of the MHSA contract, the Proposer agrees to the following requirements:

- Clients served must meet the MHSA criteria of seriously mentally ill and be of Latino descent.
- Clients served must be El Dorado County residents.
- Proposals must be realistic in scope and staffing and within available funding.
- Proposals for the Western Slope must ensure that the Promotora model is applied consistently with fidelity.
- Proposals must support in spirit and practice the five essential elements of the Mental Health Services Act (MHSA).
- Proposers must adhere to the EDC MHSA policies regarding the MHSA principles and culturally competent practice expectations and requirements.
- Proposers must provide forms and program documentation in Spanish and must have access to bilingual Spanish-speaking interpreters for this program.
- Proposers must utilize MHSA program documentation forms.
- Proposers must participate in performance indicator measures and community satisfaction surveys that reflect outcomes and responses to the Integrated Program.
- Proposers must submit quarterly service delivery reports, performance indicator reports, and budget reports.
- Proposers must have the capacity to transmit data electronically via high speed internet.
- Proposers must have their administrator and Latino Engagement Initiative Program Team members sign the El Dorado County Mental Health Confidentiality Statement and Code of Conduct agreements.
- Program staff must participate in annual cultural competency and compliance training.
- Proposers must engage in active outreach, engagement and culturally competent practices to assist in decreasing the ethnic disparity in mental health service delivery to the Latino populations. Collaborative outreach and case management with ethnic-specific organizations for these target populations will be required.

Proposer Signature _____ Date _____

Agency Name and Address _____

EXHIBIT "H"

Outreach and Engagement/Peer and Family Support

Latino Engagement Initiative

Part II, Section VI
Summary information on Programs to be Developed or Expanded

Part II, Section VI, I-1

- Please see Exhibit 2 for information regarding funds requested for each program
- Please see Exhibit 3 for information regarding populations to be served each year, by age, race, and gender
- Please see Exhibit 4 for information regarding strategies to be used by funding category and age

Part II, Section VI, I-2
This program does not include full service partnership services.

Part II, Section VI, I,-3

- The estimated number of Latino individuals to receive services funded by System Development funds in Year 1 is 5 and those expected to have Full Service Partnerships is 0.
- The estimated number of Latino individuals to receive services funded by System Development funds in Year 2 is 60 and those expected to have Full Service Partnerships is 0.
- The estimated number of youth to receive services funded by System Development funds in Year 3 is 80 and those expected to have Full Service Partnerships is 0.

Part II, Section VI, I-4

- Funded by this program, the estimated unduplicated count of Latino individuals to reached through Outreach and Engagement funds in Year 1 is 10 and those expected to have Full Service Partnerships is 0.
- Funded by this program, the estimated unduplicated count of Latino individuals to reached through Outreach and Engagement funds in Year 2 is 35 and those expected to have Full Service Partnerships is 0.
- Funded by this program, the estimated unduplicated count of Latino individuals to reached through Outreach and Engagement funds in Year 3 is 50 and those expected to have Full Service Partnerships is 0.

Part II, Section VI, I-5
El Dorado County has an existing Wraparound program for youth and families that essentially serves one region, the Western Slope. As an effective model that

embraces the MHSA elements of community collaboration, cultural competence, client/family-driven and integrated services within a wellness focus, the community has selected to expand this program to serve a broader population—uninsured and underinsured youth at risk of out-of-home placement.

Part II, Section VI, II-1a (please see Exhibit 4 on page 133-134)

Program Summary

The goal of the El Dorado County Latino Engagement Program is to collaborate with existing agencies in the areas of outreach, engagement and provision of support services while adding the availability of bilingual and bicultural mental health services for the Latino community. Funds will be contracted out by means of a competitive process to provide services in the Western Slope region and separately in the South Lake Tahoe region.

The Western Slope program will apply the Promotora Model to hire a Latino community member to provide peer education, outreach and engagement services in the homes and local community centers. In addition, a portion of the funds will be used to contract for bilingual/bicultural mental health services.

In South Lake Tahoe, the funds will be used to pay for bilingual/bicultural services and to hire a peer counselor to co-lead a depression group for Latina women. Each of these strategies is intended to build on the strengths and self-determination of the Latino community, families and individuals.

Part II, Section VI, II-1b

Age and situation characteristics of the priority population

MHSA funds will address isolation in the adult population and peer and family problems in the youth population as community issues resulting from unmet mental health needs by contributing to system of care designed to engage Latino families and provide greater access to culturally competent mental health services. The initial population is un-served Latino community members of all ages. Isolation and depression were cited as issues for men, women and teenagers while related issues of domestic violence and substance abuse were also identified as common concerns. In this program, all age groups will be served.

Part II, Section VI, II-1c

Strategies

- Establishment of values, principles, and practices policy
- Creation of a strategic plan for cultural competency
- Accountability system for reporting
- Ethnic Services Coordinator membership on community Latino committees
- Mobile services to homes of families
- Integrated service delivery
- Family support, education, and consultation services

- Hiring of Latino clients and/or families to serve the Latino community as peers-Promotora model
- Collaborative development of a comprehensive outreach plan in the Western Slope
- Partnership with ethnic-based community groups outside of mental health
- Collaboration with health provider partners
- Client leadership training will be provided for Latino peer support counselors
- Family education regarding mental health issues, diagnosis and treatment
- Co-location of mental health services with primary care
- Services located in racial ethnic communities
- Ethnic-specific outreach strategies—engaging the Latino community
- Use of translated forms, brochures, signage and the creation of a master list of locally available interpreters.
- Public service announcements in Spanish on Latino radio stations.

Part II, Section VI, II-1d

MHSA funding sources and age groups:

The MHSA Latino Program will be funded by two categories of MHSA funds and made available by competitive bid to community-based agencies (FY 06-07 funding levels):

1) Outreach and Engagement (Outreach and Engagement funding)

   Western Slope Supports and Mental Health Services
   36% of the Latino outreach allocation as 36% of the EDC Latino population resides there.
   Subtotal: $32,906

   South Lake Tahoe Mental Health Services (including a group co-led by a peer)
   64% of the Latino outreach allocation as 64% of the EDC Latino population resides there.
   Subtotal: $58,499

2) Peer and Family Support (System Development funding)
   Promotora Model: $37,815

   WS Total: $70,721
   SLT Total: $58,499

3) Peer Counselor training and interpretation training/services for all programs:
   $9,656

   County-wide total: $138,876

Part II, Section VI, II-2

Program Description and Advancement of MHSA Goals

As a county, the community has identified the need for MHSA program expansion efforts to:

1) Collaborate with existing outreach, engagement and community support activities.
2) Augment the service delivery system with bicultural/bilingual Spanish-speaking mental health clinicians.
3) Gather further information from the local Latino community regarding their unmet mental health needs by means of bicultural/bilingual familiar individuals (Promotora model).
4) Research evidence-based or best practice models of mental health service delivery to the Latino community.
5) Recognize that there is a continuum of engagement, that services for each point in this continuum are critical, and that the Western Slope region and the South Lake Tahoe region have different assets and needs vis-à-vis this continuum of service engagement.

Western Slope

While the Western Slope region of El Dorado County has a lower proportion and fewer numbers of the Latino population compared to South Lake Tahoe, due to the spread out geography of the region, there is increased isolation and great challenges to transportation and, thereby, access to services.

The WS community has expressed a need for the following services:

- Community-based outreach (going to individuals' homes and to the various townships)
- Peer outreach and support
- Supports that are valued by the Latino population (immediate needs for transportation, items needed by children, etc.)
- A centralized site, providing multiple services and supports (One Stop Shop) which is welcoming to the Latino population (staffed with bicultural/bilingual individuals).
- Mental Health services provided by bilingual/bicultural individuals.

While there was particular interest in the creation of a One Stop Shop, the lack of adequate funding availability, the need for multiple partners to contribute, and the challenge of addressing the decentralized community indicated that further community planning was needed. Therefore, as a first step, an allocation for peer outreach and support services and for bilingual/bicultural mental health services will be made available for competitive bid. A van for the outreach function will also be requested from the one time MHSA CSS allocation. As an interim measure, the community is interested in providing mobile outreach services using a van to carry supplies and information from site to site and to individuals' homes. This van would be scheduled to be at the various town

community centers on different days of the week and thereby this geographically spread community would be better served.

South Lake Tahoe
The South Lake Tahoe community primarily voiced a need for funding to pay for bilingual/bicultural mental health services. This community is geographically concentrated and has an existing ethnic family resource center located in the heart of the Latino residential community. Funds for Peer Outreach, therefore, are not being provided, but MHSA Outreach dollars will be provided for this region and will be used for mental health services based on a competitive process.

MHSA goals
Use of the Promotora model and bilingual/bicultural community-based mental health services are consistent with the MHSA goal of cultural competence and client and family-driven services. This initiative also furthers the goals of community collaboration and service integration by means of establishing these services through community service providers. Finally, the wellness focus will be promoted as peers role model strengths and focus on community empowerment as a means to increase service access.

Part II, Section VI, II-3
Housing and/or employment services--NA

Part II, Section VI, II-4
Average cost for each Full Service Partnership participant--NA

Part II, Section VI, II-5
Recovery and Resilience
The ability to live and participate fully and in a meaningful fashion in the community will be addressed on a continuous basis by providing services designed to engage individuals, families and the Latino community. The community issues of isolation, peer and family problems have been identified as the undesirable outcomes resulting from unmet mental health needs that must be addressed within a wellness model. Community and home-based peer outreach and education, information and referral, and support groups are strategies all aimed at enhancing individual and community strengths. The ability to rebound from difficulties (resilience) is addressed through the building and enhancement of skills and the creation of supports and resources. Use of the Promotora model in providing outreach and support groups serves to offer hope, empowerment and mentoring within a culturally appropriate framework.

Part II, Section VI, II-6
If an expansion, a description of the existing program and how that will change under this proposal—NA.

Part II, Section VI, II-7

Services and supports to be provided by clients and/or family members

The funds from the 10% set aside for Peer and Family Support have been allocated to hire a Latino community member in the Western Slope region to serve as a "Promotora". Outreach and Engagement funds shall be used to fund another "Promotora" to serve as a co-facilitator for a depression group for Latina women in South Lake Tahoe. These individuals will fill critical roles but will not run the Latino Outreach Program.

Part II, Section VI, II-8

Collaboration strategies

Adelante Project-county-wide

The community desire to address the needs of the Latino community is evidenced by a recent collaboration led by the El Dorado County Community Foundation, Latino Affairs Commission (South Lake Tahoe), and the Latino Community Focus Group (Western Slope)—the Adelante Project. Over a two year period, 680 community surveys were collected, a daylong community forum was held (nearly 100 in attendance), and subcommittees were formed in six issue areas (education, child development, health care, social services, employment, and legal services and community life).

At this time, the work of the project is coming to a close and steps to insure sustainability are being formulated. While the details are yet to be formulated, it is clear that there is momentum to address the Latino community needs. The MHSA Project Management Team is now be at the table to participate in future endeavors.

Latino Focus Group-Western Slope

The Latino Community Focus Group was formed in 1997 by service providers on the Western Slope. The group meets monthly, recognizing the need for collaboration and coordination of those serving the Latino residents in the local community. Membership currently includes 40 members of community organizations including Marshall Medical, El Dorado County Public Health, EDC Mental Health, EDC Human Services, El Dorado County Community Health Center, EDC Public Library, and community based organizations such as the Early Childhood Counseling Center, Family Connections and Asociacion Guadalupana. As a result of this collaboration, Spanish speaking residents of El Dorado County have been able to connect with a Spanish speaker in member agencies and obtain services which are culturally appropriate. The organization also raises community awareness regarding the needs of the Latino population.

Other Western Slope agencies:

As part of the contractual requirements, collaboration with the following existing services will be required:

- Community Health Center – Latino Peer Counselors serve as Community Health Workers
- Marshall Hospital – Health Promotions Department Spanish Medical interpretation and translation program and the Health Library's training to increase bilingual healthcare interpreters.
- Public Health – Home visitation health and wellness assessments and education for children, pregnant women, new mothers, and children with special needs.
- EC3 – Professional psychotherapy and specialized services for families with children 0-6 years, assessment of infant/toddler mental health, parent education.
- Healthy Start-School-based health services at El Dorado High School as well as support services for parents.
- Family Connections – Family Resource Center, Latino Family support and advocacy, home visitation,
- Women's Center –Domestic violence and sexual assault housing, education, counseling, and legal assistance.
- EDCMH – for linkage to existing mental health services and MHSA expansion service programs.
- WIC Program
- Asociacion Guadalupana – ESL classes are provided
- El Dorado Union High School District English Learner Liaison Program
- Louisiana Schnell School Family Literacy Project

Latino Affairs Commission—South Lake Tahoe
The Latino Affairs Commission is concerned with improving living conditions and access to services for the Latino community in South Lake Tahoe. The group meets monthly to discuss issues of concern to the community and twice yearly holds a resource fair for Latino residents. Members include Lake Tahoe Community College, the Family Resource Center, the City of South Lake Tahoe Police and Housing departments, Public Health, and community members

Other South Lake Tahoe agencies:
In addition to collaboration with Barton Hospital, Barton Clinic, and the Family Resource Center, the South Lake Tahoe Latino Program will be required to collaborate with the local WIC Program, Boys and Girls Club of Lake Tahoe, the Women's Center, and the Legal Center of Northern California who have all received El Dorado County Community Foundation grants to serve the Latino community and will serve as important partners in this region. Finally, close collaboration with the major service providers such as the school district, probation, sheriff department, and social services will be central to the success of this program.

Collaborative intervention strategies:
El Dorado County Mental Health will provide training for our partners regarding signs and symptoms of mental illness and information on how to link clients with

mental health services. This training will include the use of a simple screening tool for mental health problems. In addition, a quarterly meeting for partners in this initiative will be proposed to ensure coordination and ongoing planning.

Part II, Section VI, II-9

Cultural Competence and Ethnic Disparities

The strategies already listed under Part II, Section VI, II-2 were specifically identified as culturally competent practices designed to improve access, improve accuracy of diagnosis, use of appropriate and individualized service planning and delivery, use of effective integration of client families into services, and use of community and natural resources. Upon achieving these goals, the disparities in mental health service access, unmet needs, and the resulting community issues should decline. Further, an enriched system of care for Latino service engagement and significantly improved relations with the Latino community and their providers should be result, as well.

Part II, Section VI, II-10

Sensitivity to sexual orientation, gender and the different psychologies of men, women, boys and girls.

Training regarding service delivery that is sensitive to issues surrounding sexual orientation, gender differences, and the varying psychologies based on gender, developmental stages, and generational issues will be provided for all contract providers. The assessment and treatment phases of the program will explore issues of sexuality and gender-related issues. Ensuring an awareness of the mental health stressors associated with sexual orientation issues, the increased barriers associated with gender differences, and the varying manifestations of issues of gender and sexuality at different developmental stages are critical to the delivery of culturally competent and client-centered service delivery that celebrates individual strengths and diversity. Education and awareness will occur hand in hand with ongoing collaboration, outreach and networking with a diverse group of community-based or specialized agencies working with individuals who may be faced with the barriers of stigma and discrimination related to sexual orientation or gender-bias. Further investigation into the issues as they relate to the Latino community will also be conducted as part of the new Cultural Competency Plan and further staff development.

Part II, Section VI, II-11

Out of county residents

This program will serve only clients who reside in the county.

Part II, Section VI, II-12

Strategies not listed in Section IV

All of the strategies are consistent with those listed in Section IV and the MHSA goals.

Part II, Section VI, II-13
Timeline and Critical Implementation Dates

Critical Implementation Dates: July 2006-June 2008
Milestones for the Three Year Plan:

- Financial efficiencies-cost avoidance/effectiveness—Use proactive (outreach) interventions in conjunction with a wellness focus to engage the Latino community in order to explore and address the community issues and costs that result from unmet mental health needs.
- Provide services sensitive to sexual orientation, gender and different psychologies and needs of women, men, boys and girls by providing training in this area for all Department and MHSA contract providers, including issues specific to the Latino community.
- Fill in the gaps in the service engagement continuum for the Latino community in the Western Slope by hiring and training a "Promotora" Peer Outreach Worker who will collaborate with other community outreach workers by providing home and community–based outreach visits, information and referral, family education, and the establishment of a mobile Latino outreach van, and linkage to bilingual/bicultural mental health services.
- Fill the need for bilingual/bicultural mental health services in South Lake Tahoe by using MHSA funds to pay for bilingual/bicultural mental health clinical services.
- Continual assessment of the Latino Community needs by use of data collection regarding contacts, clients served, identified needs, and feedback from the community.

  Phase I: Hire a cultural competence program consultant to develop an improved Cultural Competency Strategic Plan effective the next fiscal year with a particular focus on supporting the program development for this and other MHSA programs.

Critical Implementation Dates: January-June 2006
Milestones:

- Create an organizational cultural competence plan which addresses the various levels at which planning, implementation, accountability and communication must take place in order to effect change.
- Conduct an annual needs and self-assessment related to cultural competence for the MHSA Latino Outreach Program.
- Develop updated written mission, vision, and values statements in regard to cultural competence.
- Develop updated written policy and procedures for the implementation of culturally competent practices.
- Update the Mental Health Department strategic plan in regard to cultural competence to include MHSA Community Services and Supports.

- Create ongoing forums in which programs can meet both internally and with the community to address issues of mental health service delivery to the Latino community.
- Update a written plan by which to address language needs of the Latino community to promote access to mental health services.
- Conduct community meetings to present detailed model prior to putting it out to bid, ensuring the involvement of ethnic-based community groups outside of mental health, (SLT Family Resource Center, the Latino Focus Group, and the Latino Affairs Commission), collaboration with health providers (Community Health Center, County Public Health, Healthy Start, and the local hospitals and primary care clinics) and collaboration with non-mental health groups that serve the Latino community (Collaboration with EDC Community Foundation, EC3, Family Connections). Discuss and establish ongoing mechanisms for communication, feedback, and collaborative planning.
- Develop a Request for Proposals for the MHSA Latino Engagement Program in the Western Slope and for South Lake Tahoe.
- Develop a simple screening/data collection tool for the outreach program.

Critical Implementation Dates: April 2006-June 2006
Milestones:

- Select contractors for the Western Slope and South Lake Tahoe Latino Engagement Programs.
- Conduct staff training—both for the contract providers regarding MHSA expectations, EDCMH-How it works?, the Recovery Model, the Promotora Model, and the cultural competency module including issues surrounding gender and sexuality.

Phase II: Form the Western Slope Mobile Van Outreach Plan and Schedule and Hire a bilingual/bicultural clinician for South Lake Tahoe.

Critical Implementation Dates: July 2006-September 2006
Milestones:

- Develop a flow of services design, a screening tool, and resource list for WS outreach.
- Network and establish a mobile van appointment schedule for the Western Slope program.
- Create a detailed outreach plan for WS identifying priority categories of contact for the course of the year.
- Network and establish a community access plan for the bilingual/bicultural mental health clinician at South Lake Tahoe.
- Create brochures for each program in Spanish and English.

- Create intake and logsheet documents to track contacts for purposes of programmatic data collection.
- Clarify streamlined and user friendly referral processes for mental health services.
- Outreach via local radio stations.
- Hire a bilingual/bicultural mental health clinician as part of the WS Latino Engagement Contract.

Critical Implementation Dates: October 2006-December 2006
Milestones:

- Improve access by implementing services—Peer Counselor outreach in WS and bilingual/bicultural mental health services in SLT.
- Provide culturally competent services by providing accuracy of diagnosis and individualized and client-centered mental health services with the new clinician.
- Provide culturally competent services by integrating participation of family and natural community supports in treatment planning.
- Ensure a wellness focus by identify individual, family and community strengths as key components of treatment planning.
- Establish viable plan for use of trained interpreters.

Critical Implementation Dates: January 2007-March 2007
Milestones:

- The SLT contract provider will reduce disparity in Latino client participation by hiring a part-time peer counselor to co-lead a depression group for women with the bicultural/bilingual therapist.
- Begin recruitment for bilingual/bicultural mental health services for WS based on the initial needs assessment done.

Critical Implementation Dates: March 2007-June 2007
Milestones:

- The WS contract provider will reduce disparity in Latino client participation in mental health services by creating a peer leadership training module for the Latino community.
- The Peer Outreach Worker will be trained to serve as a trainer of this module.

Phase IV: Community Cultural Competency Training and Review of Accomplishments

Critical Implementation Dates: July 2007-September 2007
Milestones:

- Create year-end report for the program.
    - Present findings in community meetings.
    - Solicit community feedback for specific Year 2 goals.
    - Submit updates for the MHSA three year plan.

- In the second year of operation, EDCMH will lead Mental Health System Transformation efforts to ensure increased culturally responsive mental health services by hosting another cultural competency annual training for the community and including the SLT and WS MHSA Latino Engagement staff as trainers.
- During this training, the community will participate in further identifying the mental health issues, ethnic disparities and resources related to the Latino population today, and further plans to increase access and mental health utilization.

Critical Implementation Dates: October 2007-December 2007
Milestones:

- Efficient use of community feedback and data to inform program improvement and development will be achieved by created a centralized database of screening and assessment data (EDCMH Evaluator).

  Phase V: Use of feedback and data for further program development.

Critical Implementation Dates: January 2008-March 2008
Milestones:

- Collaboration with community partners regarding pursuit of additional funding streams

Critical Implementation Dates: April 2008-June 2008
Milestones:

- Implementation of Peer Mental Health Training Program to create a small pool of volunteer peer counselors or family advocates in WS.
- Analysis of Year Two data, annual report, establishment of Year Three goals.

EXHIBIT "I"

COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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

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.

(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:

(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

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

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

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:

(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

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

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

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

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:	Policy Number	Page Number:
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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.