

ORIGINAL

AGREEMENT FOR SERVICE #016-S1711 Primary Intervention Project

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Black Oak Mine Unified School District, 6540 Wentworth Springs Road, Georgetown, CA 95634 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, County has determined that it is necessary to obtain a contractor to provide services in support of the Primary Intervention Project (PIP) for elementary school children through the County's Mental Health Services Act (MHSA) Plan; and

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

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, State (hereinafter any reference to "State" shall mean the State of California unless otherwise specified) and local laws; and

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

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

ARTICLE I

Scope of Services: Prevention and Early Intervention (PEI) services are designed to be of short-term duration, usually six-months or less. However, some individuals may require services for a longer period of time. Individuals in need of indefinite services for services in excess of one (1) year, adults with a severe mental illness as defined by Welfare and Institutions Code Section 5600.3(b), and children with severe emotional disturbance as defined by Welfare and Institutions Code Section 5600.3(a) must be referred by Contractor to the County of El Dorado Health and Human Services Agency, Mental Health Division (HHSA/MHD) for assessment.

The PIP is an evidence-based practice that offers short-term, individual, non-directive play with a trained school aide for kindergarten through third-grade students who are at risk of developing emotional problems. The screening team determines those children who are at risk of developing emotional problems based on indications of difficulties experienced with adjustments in school. Students are selected for program participation through a selection process that includes completion of standardized assessments and input from the school-based mental health professionals and teachers. Parental consent is required for student participation. Parents/guardians and teaching staff are encouraged to be involved in the program to build alliances to promote students' mental health and social and emotional development.

The short-term goals of the program are to provide services in a school-based setting to enhance access to mental health services, build protective factors by facilitating successful school adjustment, and target violence prevention as a function of skills training. The long-term goals of the program are to decrease school adjustment difficulties at an early age and build protective factors to foster youth resilience and mental health. Contractor will comply with the new PEI regulations, effective October 6, 2015, or as may be replaced or amended hereafter. Said regulations are available at www.edc.gov¹, Health and Human Services, Contractor Resources, incorporated by reference as if incorporated herein.

- A. Services: Contractor agrees to furnish services in support of the HHSA/MHD PIP, funded through the Youth and Children's Services Program of the Fiscal Year 2015-16 MHSA PEI Program. Contractor will provide services in accordance with the PIP model.
1. Serve students in kindergarten through third grade in public school districts experiencing mild to moderate school adjustment difficulties. Supervised and trained child aides provide weekly non-directive play sessions with the selected students.
 2. Ensure that students are selected for program participation through a selection process that includes completion of standardized assessments and input from the school-based mental health professionals and teachers.
 3. Encourage the involvement of parents/guardians and teaching staff to build alliances to promote student's mental health and social and emotional development. Parental consent is required for student participation.
 4. Have a core team consisting of school-based, credentialed mental health professionals, local mental health professionals (from a cooperating mental health entity) and child aides.

¹ <http://www.edc.gov/HHSAForContractors/>

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 4. Have a core team consisting of school-based, credentialed mental health professionals, local mental health professionals (from a cooperating mental health entity) and child aides.

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5. Ensure that credentialed school-based mental health professionals provide ongoing supervision/training of child aides.
6. Provide ongoing monitoring and evaluation of program services.

B. Personnel, Supplies and Equipment: Contractor shall provide PIP Aides trained in the PIP model for the screening and non-directive play sessions. Contractor shall ensure that credentialed school-based mental health professionals provide ongoing supervision of PIP Aides. Contractor shall furnish all supplies and equipment required to provide PIP services.

Within 15 days of the execution of this Agreement, Contractor will provide HHSA/MHD with verification that those employees performing services under this Agreement have met the above requirements, are qualified to perform the duties and functions required to fulfill the contract obligations, and have verified staff are not on State and/or Federal exclusion lists. Contractor shall keep records of all employee licenses/credentials for a minimum of five (5) years.

Contractor shall maintain, at Contractor's sole cost, access to bilingual interpreters, if needed, to provide PIP services.

- C. Additional Terms and Conditions: Contractor shall comply with the terms and conditions in Exhibit A, "Terms and Conditions" as applicable, attached hereto and incorporated by reference herein.
- D. Service Locations / School Sites: Contractor shall provide school-based PIP services to students in kindergarten through third grade that are experiencing mild to moderate school adjustment difficulties. PIP services may be offered by the Contractor at the following school sites and for students in kindergarten through third grade:
1. Northside Elementary
 2. Georgetown Elementary
 3. Otter Creek Elementary
 4. American River Charter School
 5. Students not attending one of the above-identified schools but who live in the North County service area or other service areas and can provide transportation to one of the above-identified school sites.

Contractor shall arrange for appropriate sized playrooms at each school site as determined by the Contractor in collaboration with the school site and/or school district.

E. School Site Approval and Acknowledgement: Contractor shall provide HHSA/MHD within 15-days of the execution of this Agreement written approval from the appropriate education official for each participating school site for the Contractor to provide PIP services on the school campus and acknowledgement that the school will provide an appropriate location for the PIP services to be performed, children will be participating in the PIP program during school hours, and teachers and/or other school staff will participate on the PIP screening team.

- F. Student Screening: Contractor shall provide a screening team comprised of, at a minimum, Contractor's staff, teachers, and school-based mental health professionals that will identify children with mild aggression, withdrawal, or learning difficulties, or who are "at risk" of developing emotional problems as indicated by their school adjustment difficulties, who may be considered appropriate for PIP intervention.
- G. PIP Service Delivery: Contractor shall deliver PIP services in twelve (12) to fifteen (15) week sessions. Each twelve (12) to fifteen (15) week session shall be considered a "PIP Semester." Contractor shall provide two (2) PIP Semesters per school year during the term of this Agreement. PIP Aides will provide program services in the form of one-on-one, non-directive play for approximately 45-60 minutes per week, inclusive of time necessary for completing case notes.

Each PIP participant may receive one (1) PIP Semester of PIP services, after which time they are no longer eligible for PIP services. During the semester and/or at the completion of PIP services for each participant, further referrals for services shall be provided to the participant's parents/guardians to assist the child and family in accessing mental health services, if needed.

Contractor shall provide ongoing monitoring and evaluation of the program services. PIP services, materials and supplies shall be provided at no charge to participants.

- H. Meetings: Contractor will participate in community strengthening coalition meetings (comprised of County agencies and providers, such as hospitals and health care providers, Health and Human Services Agency, including Mental Health, Public Health, and Women, Infants and Children (WIC) program, other community-based providers of mental health services, and education) normally held monthly, quarterly cultural competency meetings scheduled by HHSA/MHD, and periodic service collaboration meetings as requested by the County. These meetings are for the purposes of collaboration, service integration, quality improvement, and to review the Contractor's activities under this Agreement. HHSA/MHD or Contractor may request additional meetings.
- I. PIP Assessment Tool / Satisfaction Surveys: The Contractor, in partnership with the school sites, will administer the Walker-McConnell Scale (WMS) assessment tool at the time each student is selected to enter PIP and again when the student exits PIP. Contractor bears sole responsibility for obtaining the authorization for use of the WMS tool and evaluation of the WMS data. In addition to the PIP client outcome measurement tool (WMS), Contractor will implement client satisfaction surveys and analyze and report outcomes.
- J. Reporting: Contractor shall collect and provide data as required, including the information identified in the PEI regulations to the extent it is available, and in a format approved by HHSA/MHD to document the services provided and demonstrate the outcomes of PIP. Contractor must maintain the ability to, and utilize, transmission of data electronically and securely via high-speed internet. Further, County will notify Contractor in writing of any additional reporting requirement of reporting component changes and County reserves the right to modify any reporting requirements or components during the term of the Agreement.

Contractor will provide the requested reports within thirty (30) days of notification of any additional reporting.

Reports must include, but are not limited to, the following:

1. Monthly: Within thirty (30) days after the end of each month, Contractor shall submit to HHSA/MHD documentation of services performed with the monthly invoice.
2. Upon Completion of PIP Semester: Within thirty (30) days after the end of each PIP semester, Contractor shall submit to HHSA/MHD quarterly unduplicated totals of the number of clients served, client demographics, services performed, and service locations. Outcomes for the PIP semester are to be reported.
3. Fiscal Year Reports: Within thirty (30) days of the end of each fiscal year, defined as ending June 30 of each calendar year, during the term of this Agreement, and within thirty (30) days of the termination of this Agreement, Contractor shall submit to HHSA/MHD unduplicated totals of the number of clients served, client demographics, services performed, and service locations for the report period. Outcomes for the fiscal year are to be reported. This report shall include, at a minimum, the information identified in Exhibit B marked "MHSA Year-End Progress Report," incorporated herein and made by reference a part hereof along with the evaluation report of the data collected from the WMS assessment tool, including pre- and post-test scores.
4. Demographics: Client demographic data is necessary for outcome measurement documentation and reporting to the State, and includes at a minimum:
 - a. Client name or unique identifier
 - b. The following age groups:
 - i. 0-15 (children/youth)
 - ii. 16-25 (transition age youth)
 - iii. 26-59 (adults)
 - iv. ages 60+ (older adults)
 - v. Number of respondents who declined to answer the question
 - c. Race by the following categories:
 - i. American Indian or Alaska Native
 - ii. Asian
 - iii. Black or African American
 - iv. Native Hawaiian or other Pacific Islander
 - v. White
 - vi. Other
 - vii. More than one race
 - viii. Number of respondents who declined to answer the question
 - d. Ethnicity by the following categories:
 - i. Hispanic or Latino as follows:
 - 1) Caribbean
 - 2) Central American
 - 3) Mexican/Mexican-American/Chicano
 - 4) Puerto Rican
 - 5) South American
 - 6) Other
 - 7) Number of respondents who declined to answer the question

- ii. Non-Hispanic or Non-Latino as follows:
 - 1) African
 - 2) Asian Indian/South Asian
 - 3) Cambodian
 - 4) Chinese
 - 5) Eastern European
 - 6) Filipino
 - 7) Japanese
 - 8) Korean
 - 9) Middle Eastern
 - 10) Vietnamese
 - 11) Other
 - 12) Number of respondents who declined to answer the question
- iii. More than one ethnicity
- iv. Number of respondents who declined to answer the question
- e. Primary language used listed by threshold languages for the individual county
- f. Sexual orientation
 - i. Gay or lesbian
 - ii. Heterosexual or Straight
 - iii. Bisexual
 - iv. Questioning or unsure of sexual orientation
 - v. Queer
 - vi. Another sexual orientation
 - vii. Number of respondents who declined to answer the question
- g. Disability, defined as a physical or mental health impairment or medical condition lasting at least six (6) months that substantially limits a major life activity, which is not the result of a severe mental illness
 - i. Yes, report the number that apply in each domain of disability(ies)
 - 1) Communication domain separately by each of the following
 - a) Difficulty seeing
 - b) Difficulty hearing, or having speech understood
 - c) Other (specify)
 - 2) Mental domain not including a mental illness (including but not limited to a learning disability, developmental disability, dementia)
 - 3) Physical/mobility domain
 - 4) Chronic health condition (including, but not limited to, chronic pain)
 - ii. No
 - iii. Number of respondents who declined to answer the question
- h. Veteran status
 - i. Yes
 - ii. No
 - iii. Number of respondents who declined to answer the question
- i. Gender
 - i. Assigned at birth

- 1) Male
- 2) Female
- 3) Number of respondents who declined to answer the question
- ii. Current gender identity
 - 1) Male
 - 2) Female
 - 3) Transgender
 - 4) Genderqueer
 - 5) Questioning or unsure of gender identity
 - 6) Another gender identity
 - 7) Number of respondents who declined to answer the question
- j. City of residence
- k. Family economic status (extremely low income, very low income, low income, moderate income, high income);
- l. Child(ren) and parent/guardians' health insurance status (e.g., Private, Medi-Cal, uninsured).

ARTICLE II

Term: This Agreement shall be effective upon final execution by both parties and shall cover the period of July 1, 2016 through June 30, 2019 unless earlier terminated pursuant to the provisions contained here in this Agreement under the Articles titled "Default, Termination and Cancellation" or "Fiscal Considerations".

ARTICLE III

Compensation for Services:

- A. Contractor shall submit monthly invoices no later than thirty (30) days following the end of a "service month" except in those instances where Contractor obtains written approval from County Health and Human services Agency Director or Director's designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a "service month:" shall be defined as a calendar month during which Contractor provides services in accordance with the Article titled "Scope of Services." Invoices shall include backup documentation of staff hours and activities performed for each PIP Aide and each PIP Supervisor.
- B. For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.
- C. Reimbursable Expenses: In addition to those services specifically addressed in the Article contained herein titled, "Scope of Services," Reimbursable Expenses may also include relevant training and related travel, activity costs, and evaluation costs pursuant to this "Compensation for Services" Article, provided such Reimbursable Expenses are pre-approved in writing by the Contract Administrator. All unutilized Reimbursable Expenses funds may be utilized for PIP Aides and PIP Supervisors to provide services.

1. Reimbursable training is limited to eight (8) hours per fiscal year per PIP Aide and PIP Supervisor for the term of this Agreement.
2. Reimbursable travel shall be in accordance with Exhibit D, marked "County of El Dorado, California, Board of Supervisors, Travel Policy (D-1)," incorporated herein and made by reference a part hereof. Reimbursable travel and training costs shall not exceed \$2,000 annually.
3. Reimbursable activity costs include informational materials, toys, dolls, games, puzzles and other activity items (e.g., markers, crayons, coloring books) to be utilized by children enrolled in the PIP program. Upon termination of this Agreement, Contractor may elect to retain the items purchased for use within their organization for services provided to children or donate those items to the school site or other non-profit organization that provides services for children between the ages of four (4) and nine (9). Activity costs for PIP-related informational materials may not exceed \$200 for any one school per PIP semester.
4. Reimbursable evaluation costs include obtaining rights to utilize the WMS assessment tool, WMS data analysis and WMS reporting. Reimbursable evaluation costs may not exceed \$500 per PIP school site per PIP semester.

Original receipts, invoices, or other proof of payment must be submitted with any monthly invoice that includes a claim for Reimbursable Expenses, noting the purpose for the training, travel and activity costs.

- D. Rates: For the purposes of this Agreement, the hourly rate paid to Contractor shall be all inclusive (e.g., compensation, administrative overhead, office supplies, communication, fees, insurance, postage, printing and duplication).

Category	Hourly Rate
PIP Aide	\$37.00
PIP Supervisor	\$43.00
Mileage shall be paid in accordance with the County mileage rate in effect at the time of the travel.	

- E. Compensation for services shall be limited as follows:
1. Supervision shall be limited to two (2) hours per calendar week per PIP Aide during the course of each PIP semester.
 2. Training shall be limited to a maximum of eight (8) hours per school year during the term of the Agreement for each PIP Supervisor and for each PIP Aide.
 3. Screening and Evaluation activities shall include collection of child-specific data to determine eligibility for the PIP program and preparation of and submittal of client-specific evaluation data (WMS).
 4. Planning and General Administrative activities include: program planning; scheduling; teacher conferences outside of screening and evaluation; time card preparation; non-client specific outcome (WMS) report preparation; invoice preparation; program-related meetings other than supervision, screening and evaluation, and training; community

collaborative meetings; meetings with HHSa; cultural competency meetings; and other program-related activities not specified in the above categories.

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

Mail invoices to:	Mail remittance to:
Health and Human Services Agency Finance Unit 3057 Briw Road Placerville, CA 95667	Black Oak Mine Unified School District 6540 Wentworth Springs Road Georgetown, CA 95634

G. Not to Exceed: Compensation for services provided under this Agreement shall not exceed \$231,000 for the reimbursable expenses and services for the term of this Agreement. In no event shall County be obligated to pay Contractor for any amount above the Not-to-Exceed amount of this Agreement.

Term	Not-to-Exceed
July 1, 2016 through June 30, 2017	\$77,000
July 1, 2017 through June 30, 2018	\$77,000
July 1, 2018 through June 30, 2019	\$77,000
Total Maximum Obligation	\$231,000

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

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 VI

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 VII

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 VIII

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

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

ARTICLE IX

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 X

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XI

Default, Termination, and Cancellation:

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

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

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County 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 XII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road
Placerville, CA 95667
ATTN: Contracts Unit

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

Black Oak Mine Unified School District
6540 Wentworth Springs Road
Georgetown, CA 95634
ATTN: Dr. Robert Williams, Superintendent

or to such other location as the Contractor directs.

ARTICLE XIII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XIV

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 attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XV

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to

the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, 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 prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XVI

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

ARTICLE XVII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XVIII

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

ARTICLE XIX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government

Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XX

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

ARTICLE XXI

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

ARTICLE XXII

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

ARTICLE XXIII

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

ARTICLE XXIV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Jamie Samboceti, Manager of Mental Health Programs, 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

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

ARTICLE XXX

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

Requesting Contract Administrator Concurrence:

By: 

Jamie Samboceti
Manager of Mental Health Programs
Health and Human Services Agency

Dated: 4/20/16

Requesting Department Head Concurrence:

By: 

Don Ashton, M. P. A.
Director
Health and Human Services Agency

Dated: 4/21/2016

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

-- COUNTY OF EL DORADO --

Dated: 6/28/16

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

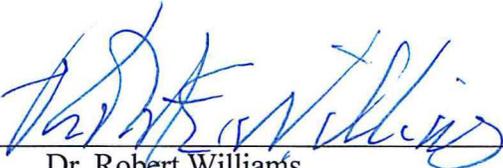
ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 6/28/16

-- CONTRACTOR --

BLACK OAK MINE

By: 
Dr. Robert Williams
Superintendent of Schools
"Contractor"

Dated: 3-10-2016

By: N/A
Corporate Secretary

Dated: _____

lkw

Exhibit A
Terms and Conditions

1) Mental Health Plan and Performance Agreement:

All services provided pursuant to this Agreement 007-S1711, shall be in accordance with the terms and conditions of Agreements between the County of El Dorado and the California Department of Health Care Services, currently 456-F1311 (hereinafter referred to as the MHP Agreement) and 024-M1610 (hereinafter referred to as the Performance Agreement), or as may be replaced or amended hereinafter. The MHP Agreement and Performance Agreement are incorporated by reference herein. Contractor agrees to be responsible to ensure all services are consistent and in accordance with said Agreement(s) in effect at the time services are provided, available at <http://www.edcgov.us/HHSAForContractors/>.

2) Mental Health Services Act (MHSA) General Standards and Prevention and Early Intervention (PEI) Program Requirements: Contractor must adhere to and demonstrate compliance with MHSA General Standards for:

- A. Community Collaboration: “Community Collaboration” means a process by which clients and/or families receiving services, other community members, agencies, organizations, and businesses work together to share information and resources in order to fulfill shared visions and goals, in compliance with client confidentiality requirements.
- B. Cultural Competence: “Cultural Competence” means the provision of services in a manner that incorporates the diverse belief systems concerning mental illness, health, healing, and wellness that exist among different racial/ethnic, cultural, and linguistic groups.
- C. Client Driven Services: “Client Driven” means that the client has the primary decision-making role in identifying his/her needs, preferences, and strengths and a shared decision-making role in determining the services and supports that are most effective and helpful for him/her. Client driven programs/services use clients' input as the main factor for planning, policies, procedures, service delivery, evaluation and the definition and determination of outcomes.
- D. Family Driven Services: “Family Driven” means that families of children and youth with serious emotional disturbance have a primary decision-making role in the care of their own children, including the identification of needs, preferences and strengths, and a shared decision-making role in determining the services and supports that would be most effective and helpful for their children. Family driven programs/services use the input of families as the main factor for planning, policies, procedures, service delivery, evaluation, and the definition and determination of outcomes.
- E. Wellness, Recovery, and Resilience Focused: “Wellness, Recovery, and Resilience Focused” includes the provision of services in a manner that focuses on the consumer’s wellness, increasing resiliency, and promoting recovery utilizing hope, personal empowerment, respect, social connections, self-responsibility, and self-determination.
- F. Integrated Service Experiences: “Integrated Service Experience” means the client, and when appropriate, the client's family, accesses a full range of services provided by multiple agencies, programs, and funding sources in a comprehensive and coordinated manner.

PEI Program Requirements: Contractor must adhere to and demonstrate compliance with

shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the County or state in writing. The fact that the County or state inspects, or fails to inspect, or has the right to inspect, the Contractor's facilities, systems and procedures does not relieve the Contractor of its responsibilities to comply with this Agreement. The County or state's failure to detect or detection, but failure to notify the Contractor or require the Contractor's remediation of any unsatisfactory practice, does not constitute acceptance of such practices or a waiver of the state's enforcement rights under this Agreement.

The Contractor shall maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors.

The Contractor, auditors performing monitoring, or audits of the Contractor or its subcontracting service providers shall immediately report to the County or state any incidents of fraud, abuse or other criminal activity in relation to this Agreement, the MHSA, or its regulations.

- 7) **Patients Rights/Grievances:** Contractor shall give to all patients written notice of their rights pursuant to and in compliance with California Welfare and Institutions Code Section 5325 *et seq.*; California Code of Regulations Title 9, Section 860 *et seq.*; Title XIX of the Social Security Act; and Title 42, Code of Federal Regulations. In addition, in all facilities providing the services described herein, Contractor shall have prominently posted in the predominant language of the community a list of the patient's rights.

As a condition of reimbursement, Contractor shall provide the same level of treatment to beneficiaries served under this Agreement as provided to all other patients served.

Contractor shall not discriminate against any beneficiary of services provided under this Agreement in any manner.

Contractor agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services, including affording recipients notice of adverse determination and a hearing thereon to the extent required by law.

- 8) **Fingerprinting:** Pursuant to California Penal Code Section 11105.3(a), "Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of Section 15660 of the Welfare and Institutions Code of a person who applies for a license, employment, or volunteer position, in which he or she would have supervisory or disciplinary power over a minor or any person under his or her care." Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement. Contractor further warrants that said

Personally Identifiable Information means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

A. Permitted Uses and Disclosures of PII by Contractor.

1. Permitted Uses and Disclosures. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
2. Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor shall:
 - a. Use and disclose only PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
 - b. Take all reasonable steps to destroy, or arrange for the destruction of a client's records within its custody or control containing personal information that is no longer to be retained by Contractor by (1) shredding, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

B. Responsibilities of Contractor.

1. Contractor agrees to safeguards:
 - a. To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
 - b. Employee Training and Discipline: Contractor shall train its employees and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose individually identifiable health information.
 - c. Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
 - d. Contractor shall implement a system to identify appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-

A. General Requirements: The Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without express permission of the Contract Administrator.

Permission to disclose information or documents on one occasion or at public hearings held by the County or state Departments of Mental Health relating to the same shall not authorize the Contractor to further disclose such information or documents on any other occasions.

The Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this Agreement, or the County or state Departments of Mental Health staff, the Contractor's own personnel involved in the performance of this Agreement, at a public hearing, or in response to the questions from a legislative committee.

If requested by the County or state, the Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the state and shall supply the state with evidence thereof.

Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.

After any data or documents submitted has become a part of the public records of the County or state, the Contractor may, if it wishes to do so at its own expense and upon approval by the County Contract Administrator, publish or utilize the said data or documents but all such published items shall include the following legend:

LEGAL NOTICE: This report was prepared as an account of work sponsored by the County of El Dorado and State Department of Health Care Services, but does not necessarily represent the views of the County or Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the County and State of California at:

COUNTY	STATE DEPARTMENT OF HEALTH CARE SERVICES
Health and Human Services Agency 3057 Briw Road, Suite A Placerville, CA 95667	P.O. Box 952050 Sacramento, CA 94252-2050

Neither said County nor State Department of Health Care Services / State of California, nor any officer or employee thereof, or the Contractor or any of its subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document, nor does any party represent that use of the data contained herein would not infringe upon privately

during said three (3) year period and throughout the time during which said data is preserved in accordance with this Agreement, and the Contractor agrees to use best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.

Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the County's Information Security/Privacy Officer is as follows:

COUNTY
Information Security/Privacy Officer County of El Dorado 330 Fair Lane Placerville, CA 95667

B. Confidentiality Requirements relating to the Health Insurance Portability and Accountability Act: The Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 d et seq. of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).

13) **Termination Process**: The County may terminate this Agreement in whole or in part when it has determined that the Contractor has substantially violated a specific provision of the MHSA regulations or implementing state legislation. The County shall provide a termination notice in writing to the Contractor.

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

- A. Stop work on the date specified in the notice;
- B. Place no further orders nor enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the Agreement up to the effective date of termination;
- C. Terminate all orders and subcontracts;
- D. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts;
- E. Deliver or make available to the state all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.

the event of litigation or administrative proceedings being commenced against the state, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where the Contractor or its subcontractor, employee or agent is named adverse party.

- C. No Third-Party Beneficiaries: Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the County or the state, or the Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.
- D. Interpretation: The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state or local laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable laws.
- E. Regulatory References: A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.
- F. Survival: The respective rights and obligations of the Contractor under herein this Agreement shall survive the termination or expiration of this Agreement.
- G. No Waiver of Obligations: No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- H. Signatures: This Agreement is of no force and effect until signed by both of the parties hereto. The Contractor shall not commence performance prior to the beginning of this Agreement or upon final approval.

16) Conflict Resolution: Should a dispute arise between the Contractor and the County relating to services provided under this Agreement governed by the dispute resolution process set forth in California Code of Regulation (CCR) Title 9, Division 1, Chapter 14, Section 5845(d)(10), County and Contractor shall follow the California Department of Mental Health Issue Resolution Guidance dated October 2011 available at http://www.dmh.ca.gov/Prop_63/MHSA/Issue_Resolution.asp and incorporated by reference herein.

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

17) Review, Inspection and Record Retention: Contractor agrees to make all of its books and records pertaining to the goods and services furnished under the terms of the contract available for inspection, examination, or copying by authorized County, state or federal agencies, or their duly authorized representatives, at all reasonable times at Contractor's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record

fact upon which the County or state makes such findings that shall be an issue may be reviewed in any competent court.

- D. In the event this Agreement is terminated as provided in the paragraph above, the County or state shall be entitled:
 - 1. To pursue the same remedies against the Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and
 - 2. As a predetermined amount of liquidated damages in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three (3) times the cost incurred by the County or state in providing any such gratuities to any such officer or employee.
- E. The rights and remedies of the Contractor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon a contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the Contractor, for the purpose of securing business. For breach or violation of this warranty, the state shall have the right to annul this Agreement without liability, paying only for the values of the work actually returned or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- F. Contractor, and any subcontractors and/or consultants retained by the Contractor with funds provided under this Agreement must comply with the provisions of California Government Code Section 19990, et seq.

20) Subcontracting: The Contractor certifies that:

- A. Any work or services specified in this Agreement which will be performed by other than the Contractor shall be evidenced by a written Agreement specifying the terms and conditions of such performance.
- B. The Contractor shall maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts that contain acceptable standards for insuring accountability.
- C. The system for awarding contracts will contain safeguards to ensure that the Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds.
- D. Subcontractors shall comply with the Confidentiality requirements set forth in the Article titled "Confidentiality Requirements" of this Agreement.

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

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

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

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

25) Disallowed Costs: The Contractor shall use funds provided under this Agreement only for the purposes specified in this Agreement and in the MHSA Agreement available at <http://www.edcgov.us/HHSAForContractors/>.

Exhibit "C" Agreement for Services 016-S1711
HIPAA Business Associate Agreement

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

6. Term and Termination.

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

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



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

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POLICY:

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



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- (3) Out-of-county overnight travel.
 - (4) Members of boards or commissions, or non-county personnel.
 - (5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.
- c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.
3. Travel Participants and Number
- a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.
 - b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.
 - c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.



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- b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.

- c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.

- d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.
 - (1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head



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

c. Meals

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

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



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

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

e. **Other Expenses**

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

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



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- 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