

## AGREEMENT FOR SERVICES #357-169-M-E2010

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THIS AGREEMENT made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and Foothill Indian Education Alliance, a California non-profit public benefit corporation qualified as a tax exempt organization under Section 501 (c) (3) of the Internal Revenue Code of 1986, whose principal place of business is 100 Forni Road, Placerville, CA 95667 (Mailing address: P.O. Box 1418, El Dorado, CA 95623) (hereinafter referred to as "CONTRACTOR");

## RECITALS

WHEREAS, COUNTY has determined that it is necessary to obtain a Contractor to provide Cultural Specialists from the Native American community to conduct the Wennem Wadati (A Native Path To Healing) program, using prevention and early intervention strategies to promote mental health in the Native American community for the Health Services Department, Mental Health Division (MHD); and

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

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

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

NOW, THEREFORE, COUNTY and CONTRACTOR mutually agree as follows:

## **Article I. SCOPE OF SERVICES**

Section 1.01 Pursuant to Article VIII, "Assignment and Delegation," COUNTY and CONTRACTOR mutually agree that CONTRACTOR will be using subcontracted services for Cultural Specialists. CONTRACTOR shall submit the names and credentials of proposed subcontractors to COUNTY Contract Administrator. COUNTY's written approval of each subcontractor must be received prior to subcontractor performing services under this Contract.

Section 1.02 CONTRACTOR shall provide Cultural Specialists and a Student Leadership/Prevention Activities Specialist from the Native American community to conduct the Wennem Wadati (A Native Path To Healing) program, using various prevention and early intervention strategies to address all age groups in the target population to maintain mental health well being. These specialists are defined as Native American community members working in a professional capacity, accessing unique cultural contexts and characteristics through use of traditional Native healing approaches. CONTRACTOR will use culturally specific prevention and early intervention strategies to promote mental health, and will provide crisis intervention support for Native American youth, consistent with the program and position description in Exhibit A, marked Wennem Wadati (A Native Path to Healing) Program Description, incorporated herein and made by reference a part hereof. Specific program services provided will include, but not necessarily be limited to:

- A. Talking Circles pursuant to Exhibit A, Section D will be conducted at schools and other community-based sites that are accessible to Native American youth. There will normally be approximately ten (10) Talking Circles per month, each facilitated by Cultural Specialists, as defined in Exhibit A, Section E.
- B. Prevention and Youth Activities pursuant to Exhibit A, Section D will be conducted at various community sites. Generally, these activities will be held each month led by the Student Leadership/Prevention Activities Specialist, as defined in Exhibit A, Section F.
- C. Outreach to Native American families to encourage participation in monthly traditional gatherings, and cultural activities designed to spread cultural knowledge and support family preservation, as defined in Exhibit A, Section D. Gatherings/activities will normally be held monthly at the Foothill Indian Education Alliance in Placerville, CA or at other community-based sites agreed upon by the group and accessible to the target population.
- D. A dedicated phone crisis line will be from 8 am to 8 pm, Monday through Friday to provide students access to a Native American mental health specialist who will be available via answering service to respond, by phone or in person, to situations where Native American students are experiencing a mental health crisis. If additional action is required, a referral will be made as deemed appropriate by the Cultural Specialist responding to the call.

- E. Attendance and participation in collaborative meetings as set forth in Article II, Performance Requirements, paragraph H, Collaboration.
- F. Collection of data and submission of reports as set forth in Article II, Performance Requirements, paragraph F, Report and Other Documentation Requirements and Submission Timeframes.

**Article II. PERFORMANCE REQUIREMENTS:**

Section 2.01 By signing this agreement CONTRACTOR shall ensure that its employees, contractors, subcontractors, volunteers, and interns providing services under this agreement shall adhere to the following:

- A. Code of Conduct CONTRACTOR shall establish a written Code of Conduct applicable to employees, contractors, subcontractors, volunteers, interns, and the Contractor's Board of Directors which shall include, but not be limited to, standards related to drugs and alcohol; professional relations with clients; prohibition of sexual relations with clients; and conflict of interest. Prior to providing any services pursuant to this Agreement, all employees, contractors, subcontractors, volunteers, and interns shall agree, in writing, to maintain the standards set forth in the Code of Conduct. CONTRACTOR shall maintain such written agreements and make them available to the COUNTY's Contract Administrator upon request. A copy of the Code of Conduct shall be provided to each client and shall be posted in writing in a prominent place in the CONTRACTOR's facilities.
- B. Cultural Competency - CONTRACTOR shall provide services required under this Agreement in an atmosphere of cultural competency, offering services that will meet the needs of participants from different cultural backgrounds. Free interpreting services shall be available for each client and can be accessed, at no cost to CONTRACTOR, via the interpreting services agreement maintained by COUNTY. CONTRACTOR staff shall participate in the MHD's Quarterly Cultural Competency Committee meetings.
- C. Confidentiality - Prior to providing any services pursuant to this Agreement, all employees, contractors, subcontractors, volunteers, and interns of CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services.
- D. HIPAA - Under this Agreement, CONTRACTOR will provide services to COUNTY and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to CONTRACTOR for the purposes of carrying out its obligations. CONTRACTOR agrees to comply with all the terms and conditions of Exhibit B, marked HIPAA Business Associate Agreement, incorporated hereto and made by reference a part hereof, regarding the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder. Any material breach

of the HIPAA Business Associate Agreement shall be grounds for default termination of this Agreement.

- E. Record Retention – Financial and client records shall be retained by CONTRACTOR for five (5) years from the date of submission of final payment that pertains to this Agreement. Records which relate to litigation or settlement of claims arising out of the performance of this Agreement, or cost and expenses of this Agreement to which exception has been taken by COUNTY or State governments, shall be retained by CONTRACTOR until disposition of such appeals, litigation, claims or exceptions is completed.
- F. Report and Other Documentation Requirements and Submission Timeframes – It is understood and agreed that access to CONTRACTOR's data and information is essential for COUNTY, and that CONTRACTOR shall cooperate in identifying and providing this data and information to COUNTY to document the services provided and to demonstrate the outcomes and value of this MHSA program. CONTRACTOR shall provide service reports including, but not necessarily limited to, the following:
1. Foothill Indian Education Alliance - Monthly Service Delivery Report, Exhibit C, incorporated hereto and made by reference a part hereof, as currently addressed in Article IV, Compensation for Services. This report form may be modified to incorporate improvements in design that are mutually acceptable to the parties and approved in writing by COUNTY Health Services Department Director or Director's designee.
  2. Foothill Indian Education Alliance Client Registration Form, Exhibit D, incorporated hereto and made by reference a part hereof, due thirty (30) days after the end of each quarter, documenting client registration in each calendar quarter (e.g. Report for July 1 – September 30 due October 31, etc.). This confidential document shall be submitted electronically to COUNTY through a HIPAA compliant confidential server. CONTRACTOR will be given access to this confidential server by COUNTY.
  3. Casey Life Skills American Indian Assessment Supplement Youth (Version 1.1), Exhibit E, incorporated hereto and made by reference a part hereof, administered when a student joins the Talking Circles and when they end their participation. An alternate assessment form as may be utilized if mutually agreed upon by the parties and approved in writing by the County Health Services Director, or Director's designee.
  4. MHSA Foothill Indian Education Alliance Year End Progress Report, Exhibit F, incorporated hereto and made by reference a part hereof, shall be submitted to COUNTY annually (anticipate thirty (30) days following fiscal year-end; however, specific due dates may vary and will be established by MHD to enable

compliance with the State Department of Mental Health's deadlines). This report includes a summary analysis of the Casey Life Skills Assessment used in Talking Circles.

- G. Monitors and Audits – It is understood and agreed that CONTRACTOR's performance shall be monitored and evaluated on an ongoing basis. Monitoring may include, but not necessarily be limited to:
1. COUNTY/State review of mandated data collection and reporting required under this Agreement.
  2. COUNTY/State review of additional documentation maintained by CONTRACTOR, including, but not necessarily limited to:
    - Code of Conduct Agreements
    - Casey Life Skills American Indian Assessment Supplement Youth forms
    - MHSA Prevention and Early Intervention Group/Activity Sign-in Sheet, marked Exhibit G, incorporated herein and made by reference a part hereof. This Sign-in Sheet shall be used if peer and/or family support groups or psycho-educational groups, such as Talking Circles and Family Gatherings, are provided by the Cultural Specialists; or when the Student Leadership/Prevention Activities Specialist conducts leadership activities.
    - Other documentation created as a result of performance under this Agreement.
- H. Collaboration – In providing MHSA-funded services, CONTRACTOR serves as a critical component of the MHD system of care. Communication and collaboration are critical to effective service delivery. CONTRACTOR will participate in Community Strengthening Group meetings (comprised of COUNTY agencies and local providers) normally scheduled monthly, in Placerville, CA; periodic service collaboration meetings as requested by COUNTY; and quarterly cultural competency meetings scheduled by COUNTY. These collaborative meetings are for the purposes of service integration, quality improvement, and to review the CONTRACTOR's activities under this Agreement.
- I. Notification of Occurrences – CONTRACTOR shall notify the COUNTY's Contract Administrator, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, including, but not limited to: accidents, injuries, death, or acts of negligence, related in any way to the provision of services pursuant to this Agreement.

- J. Mandated Reporter Requirements – CONTRACTOR acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of California Penal Code Section 11164 et. seq., also known as The Child Abuse and Neglect Reporting Act.

**Article III. TERM**

This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of November 1, 2010 through January 31, 2012 unless earlier terminated pursuant to the provisions under Article X or Article XI herein.

**Article IV. COMPENSATION FOR SERVICES**

**Section 4.01** CONTRACTOR shall submit monthly invoices no later than thirty (30) days following the end of a “service month” except in those instances where CONTRACTOR obtains written approval from COUNTY Health Services Department 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 ARTICLE I, “Scope of Services.”

**Section 4.02** For services provided herein, COUNTY agrees to pay CONTRACTOR monthly in arrears and within forty-five (45) days following the COUNTY’s receipt and approval of itemized invoice(s) identifying services rendered, as documented on Foothill Indian Education Alliance - Monthly Service Delivery Report (Exhibit C), which must accompany each invoice submitted. Payment shall be made only for actual services rendered as documented on said reports.

**Section 4.03** For the purposes of this Agreement, the hourly rate shall include wages, benefits (including leave hours), supervision, support staff and overhead (including, but not necessarily limited to, office supplies, mileage, communication, fees, insurance, postage, printing and duplication, and administrative overhead). Rates charged shall be in accordance with Exhibit H, marked Fee Schedule, incorporated herein and made by reference a part hereof. Services will be provided by Cultural Specialists and Student Leadership/Prevention Activities Specialists from the Native American community.

**Section 4.04** In addition to those services listed in Section 4.03, reimbursable expenses may also include relevant training and related travel that is pre-approved in writing by the MHD, as well as activities costs pursuant to Exhibit H. Original receipts, invoices, or other proof of payment must be submitted with any monthly invoice that includes a claim for Reimbursable Expenses, noting the purpose for the activities costs, supplies, expenses, training and/or travel. Reimbursable travel shall be in accordance with Exhibit I, marked COUNTY OF EL DORADO, CALIFORNIA, BOARD OF SUPERVISORS, TRAVEL POLICY (D-1), incorporated herein and made by reference a part hereof.

**Section 4.05** CONTRACTOR will be reimbursed for actual costs of an answering service to provide the phone crisis line identified in ARTICLE I, “Scope of Services,” up to a maximum

monthly reimbursement amount of \$110. There will also be reimbursement for a start-up fee for the answering service up to the amount of \$150 per Exhibit H.

Invoices are to be sent to the following address:

County of El Dorado Health Services Department  
Attn: Accounts Payable  
670 Placerville Drive, Suite 1B  
Placerville, CA 95667

The total amount of this Agreement shall not exceed \$181,450.

**Article V. DEBARMENT AND SUSPENSION CERTIFICATION**

**Section 5.01** By signing this agreement, the CONTRACTOR agrees to comply with applicable federal suspension and debarment regulations including, but not limited to Title 45 Code of Federal Regulations (CFR) 76.

**Section 5.02** By signing this agreement, the CONTRACTOR certifies to the best of its knowledge and belief, that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Paragraph b(2) herein;
- D. Have not within a three (3)-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
- E. Shall not knowingly enter in to any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.400), debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and

F. Shall include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Section 5.03 If the CONTRACTOR is unable to certify to any of the statements in this certification, the CONTRACTOR shall submit an explanation to COUNTY.

Section 5.04 The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549 (1986) as amended by Federal Executive Order 12689 (1989).

Section 5.05 If the CONTRACTOR knowingly violates this certification, in addition to other remedies available to the Federal Government, COUNTY may terminate this agreement for cause or default.

**Article VI. 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 VII. 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 VIII. ASSIGNMENT AND DELEGATION**

CONTRACTOR is engaged by COUNTY for its unique qualifications and skills as well as those of its personnel. CONTRACTOR shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of COUNTY. In the event COUNTY agrees in writing that CONTRACTOR may subcontract for services under this Agreement, CONTRACTOR shall require that all subcontractors comply with all terms and conditions of this Agreement, and all pertinent federal and State statutes and regulations.

**Article IX. INDEPENDENT CONTRACTOR/LIABILITY**

Section 9.01 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.



Section 9.02 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.

Section 9.03 If, in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the COUNTY shall have no right or authority over such persons or the terms of such employment.

Section 9.04 It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither the CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensation for sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COUNTY to employees of the COUNTY.

Section 9.05 It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR'S assigned personnel under the terms and conditions of this agreement. In addition, CONTRACTOR agrees that they shall issue 1099 forms to all subcontracted personnel.

**Article X. FISCAL CONSIDERATIONS**

The parties to this Agreement recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, County of El Dorado is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of COUNTY business, COUNTY 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 XI. DEFAULT, TERMINATION, AND CANCELLATION**

### **Section 11.01 Default**

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

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

### **Section 11.02 Bankruptcy**

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

### **Section 11.03 Ceasing Performance**

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

### **Section 11.04 Termination or Cancellation without Cause**

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

**Article 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 SERVICES DEPARTMENT  
931 SPRING STREET  
PLACERVILLE, CA 95667  
ATTN: NEDA WEST, DIRECTOR

or to such other location as the COUNTY directs.

Notices to CONTRACTOR shall be addressed as follows:

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

or to such other location as the CONTRACTOR directs.

**Article XIII. INDEMNITY**

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

**Article XIV. INSURANCE**

Section 14.01 CONTRACTOR shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that CONTRACTOR maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of CONTRACTOR as required by law in the State of California.

- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by the CONTRACTOR in the performance of the Agreement.
- 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 per occurrence.

Section 14.02 CONTRACTOR shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.

Section 14.03 The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

Section 14.04 CONTRACTOR agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, CONTRACTOR agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and CONTRACTOR agrees that no work or services shall be performed prior to the giving of such approval. In the event the CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Section 14.05 The certificate of insurance must include the following provisions stating that:

- A. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY, and;
- B. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

Section 14.06 The CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

Section 14.07 Any deductibles or self-insured retentions must be declared to and approved by the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions

as respects the COUNTY, its officers, officials, employees, and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Section 14.08 Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or volunteers.

Section 14.09 The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

Section 14.10 CONTRACTOR's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

Section 14.11 In the event CONTRACTOR cannot provide an occurrence policy, CONTRACTOR shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

Section 14.12 Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the COUNTY.

**Article XV. 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 XVI. 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 XVII. 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 XVIII. CALIFORNIA RESIDENCY (FORM 590)**

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

**Article XIX. 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 XX. COUNTY BUSINESS LICENSE**

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

**Article XXI. ADMINISTRATOR**

The COUNTY Officer or employee with responsibility for administering this Agreement is Christine Kondo-Lister, Deputy Director, Health Services Department, Mental Health Division, or successor.

**Article XXII. 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 XXIII. 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.

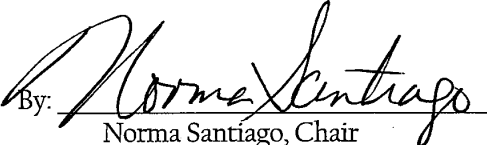
**Article XXIV. VENUE**

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



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

--COUNTY OF EL DORADO--

By:   
Norma Santiago, Chair  
Board of Supervisors  
"COUNTY"

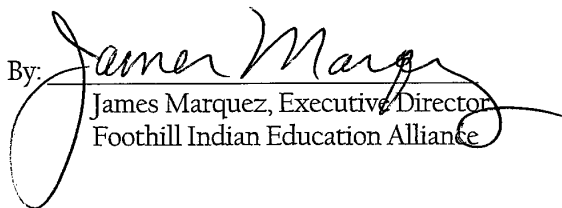
Dated: 10/26/10

*ATTEST:*  
*Suzanne Allen de Sanchez*  
*Clerk of the Board of Supervisors*

By:  Dated: 10/26/10  
Deputy Clerk

-- CONTRACTOR --

FOOTHILL INDIAN EDUCATION ALLIANCE

By:   
James Marquez, Executive Director  
Foothill Indian Education Alliance

Dated: 10/15/2010



**Exhibit A**  
**Wennem Wadati (A Native Path to Healing) Program Description**

**Program Outline**

**A. Purpose**

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

**B. Target Population**

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

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

**C. Program Goals**

The Wennem Wadati Program is designed to:

- Improve the overall mental health care of American Indian individuals, families, and communities;
- Reduce the prevalence of alcoholism and other drug dependencies;

- Maximize positive behavioral health and resiliency in American Indian individuals and families reducing the suicide risk, prolonged suffering, and incarceration;
- Reduce school drop-out rates;
- Support culturally relevant mental health providers and their prevention efforts.

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

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

#### **D. Strategies**

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

## E. Cultural Specialists

### 1. General Characteristics:

Cultural Specialists address barriers to healthcare access by their presence in the community, persistence, and patience, thereby establishing trust and relationships. They serve in both formal and informal ways to engage clients and systems by providing outreach, linkage to the appropriate types of services based on their need, and conducting support groups. By being Native Americans themselves, they will be more trusted, reduce stigma and will be more culturally sensitive to the needs of this underserved population.

### 2. Role:

These Native community health worker/family advocates will implement the Wennem Wadati model by providing community-based outreach, prevention, early intervention, and engagement services at multiple community sites, schools, and at the Indian Education Center. They will use a combination of mental health services and traditional cultural teachings unique to the local American Indian community.

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

- a. Improving overall mental health care;
- b. Reducing the prevalence of alcoholism and other drug dependencies;
- c. Maximizing positive behavioral health and resiliency in the American Indian community; thereby reducing the suicide risk, prolonged suffering, unemployment and incarceration;
- d. Reducing school drop out rates; and,
- e. Supporting culturally relevant mental health providers in their prevention efforts.

### 3. Primary Functions:

- a. Cultural Specialists are community members who serve as liaisons between their community and health and social service organizations.
- b. As liaisons, Cultural Specialists will often play the roles of advocate, educator, mentor, outreach worker, role model, and more.
- c. To reach those who are difficult to reach, the Cultural Specialists go where people congregate. This could be traditional talking circles, and monthly traditional gatherings, among other locations.
- d. Cultural Specialists are members of the communities with which they liaise; they take the community health worker model one step further because they speak the same language, share culture and backgrounds, and share some life experiences with the community members they serve.

- e. Cultural Specialists will normally facilitate two talking circles per month at two local middle schools, two talking circles per month at two local high schools, and one talking circle per month at two local elementary schools. There will normally be a total of ten talking circles per month. Schools selected are those with the highest Indian population and other sites as may be appropriate.
- f. Cultural Specialists will provide crisis support by answering the new prevention and early intervention phone line targeted toward youth.
- g. Cultural Specialists will provide referrals to local agencies such as mental health services, social services, food bank, and primary care physicians.

4. Credentials:

- a. Minimum of 6 years experience in prevention and early intervention, and family support services including: community outreach, engagement, liaison with community;
- b. High School Diploma/GED required;
- c. Familiar with and integrated into the Native communities on the Western Slope of the County;
- d. Two (2) years of college in the field of Human Services, Psychology, Native Studies or Arts preferred.

**F. Student Leadership/Prevention Activities Specialists**

1. General Characteristics:

Student Leadership/Prevention Activities Specialists address barriers to healthcare access by their presence in the community, persistence, and patience, thereby establishing trust and relationships. They serve in both formal and informal ways to engage clients and systems by providing outreach, linkage to the appropriate types of services based on their need, and conducting support groups. By being Native Americans themselves, they will be more trusted, reduce stigma and will be more culturally sensitive to the needs of this underserved population.

2. Role:

This Native specialist position will be applied over the course of one year to assist in implementing the Wennem Wadati model by providing community-based outreach, prevention, early intervention, and engagement services targeting youth at multiple community sites, schools, and at the Indian Education Center. They will apply traditional cultural teachings unique to the local American Indian.

3. Primary Functions:

- a. Student Leadership/Prevention Activities Specialists are community members who serve as liaisons between their community and health and social service organizations.

- b. As liaisons, these Specialists will often play the roles of advocate, educator, mentor, outreach worker, role model, and more.
- c. To reach those who are difficult to reach, these Specialists go where people congregate.
- d. These Specialists are members of the communities with which they liaise; they take the community health worker model one step further because they speak the same language, share culture and backgrounds, and share some life experiences with the community members they serve.
- e. These Specialists will provide services to lead and support a youth program offering monthly student leadership activities on issues of importance to Native youth, including suicide prevention, mental and spiritual health issues, family dynamics, peer pressure, and health and mental health education. Field trips will be incorporated into this program, as well.

4. Credentials:

- a. High School Diploma/GED required;
- b. Familiar with and integrated into the Native communities on the Western Slope of the County;
- c. Two (2) years of college in the field of Human Services, Psychology, Native Studies or Arts preferred.

EXHIBIT B  
HIPAA Business Associate Agreement

This HIPAA 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 entered into the Underlying Agreement pursuant to which Contractor 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 made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 (“HIPAA”), more specifically the regulations found at Title 45, CFR, Parts 160 - 164 (the “Privacy and Security Rule”), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, Contractor, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule; 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); and

WHEREAS, the parties agree that any disclosure or use of PHI or EPHI be in compliance with the Privacy and Security Rule or other applicable law;

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

1. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI
  - A. Contractor shall be permitted to use PHI disclosed to it by the County:
    - (1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County
    - (2) as necessary to perform any and all of its obligations under the Underlying Agreement.
  - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or Required by Law, Contractor may:
    - (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
    - (2) disclose the PHI in its possession to a third party for the purpose of Contractor’s proper management and administration or to fulfill any

legal responsibilities of Contractor. Contractor may disclose PHI as necessary for Contractor's operations only if:

- (a) The disclosure is Required by Law; or
  - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI that the person or organization will:
    - (i) hold such PHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as Required by Law; and,
    - (ii) the third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
  - (3) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
  - (4) not disclose PHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
  - (5) de-identify any and all PHI of County received by Contractor under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as Required by Law, or as otherwise permitted by law.

3. Obligations of Contractor. In connection with its use of PHI disclosed by County to Contractor, Contractor agrees to:
- A. Use or disclose PHI only as permitted or required by this Business Associate Agreement or as Required by Law.
  - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement.
  - C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of this Business Associate Agreement.
  - D. Report to County any use or disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware.
  - E. Require sub-contractors or agents to whom Contractor provides PHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Business Associate Agreement.
  - F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from the County.

- G. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the County and to follow generally accepted system security principles as required in final rule 45 CFR Parts 160-164.
  - H. Contractor will report any security incident of which it becomes aware to the County. Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans or “pings”.
  - I. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
  - J. May use PHI to report violations of law to appropriate Federal and State Authorities, consistent with § 164.502(j) (1).
4. PHI Access, Amendment and Disclosure Accounting. Contractor 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.
  - B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
  - C. To assist the County in meeting its disclosure accounting under HIPAA:
    - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
    - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
    - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County’s request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
  - D. Make available to the County, or to the Secretary of Health and Human Services, Contractor’s internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor’s compliance with the Privacy Rule, subject to any applicable legal restrictions.
  - E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
  - F. Within sixty (60) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor’s possession constitutes a Designated Record Set.



- G. Not make any disclosure of PHI that County would be prohibited from making.

5. Obligations of County.

- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. County agrees that it will make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI.
- D. County shall not request Contractor 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 Contractor 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 Contractor, or created or received by Contractor 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 Contractor, the County shall either:
  - (1) Provide an opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the County.
  - (2) Immediately terminate this Agreement if the Contractor 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 Contractor shall return or destroy all PHI received from the County, created or received by the Contractor on behalf of the County. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Contractor.

Contractor shall retain no copies of the PHI.

- (2) In the event that the Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon {negotiated terms} that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such PHI.

7. HIPAA Business Associate Indemnity

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Business Associate Agreement. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such

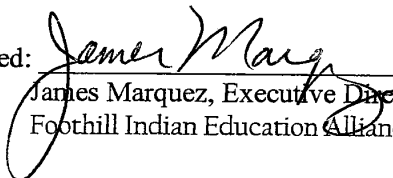
interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.


In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

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

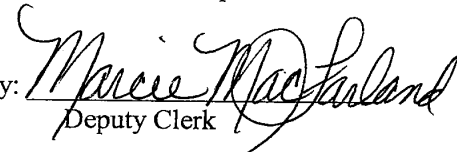
Dated: October 15, 2010

Dated: 10/26/10

Signed:   
James Marquez, Executive Director  
Foothill Indian Education Alliance

Signed:   
Norma Santiago, Chair  
Board of Supervisors  
El Dorado County

Attest:  
Suzanne Allen de Sanchez, Clerk  
of the Board of Supervisors

By:   
Deputy Clerk

Dated: 10/26/10













Exhibit E

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

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

**Demographics**

1. I am:     Male     Female

2. My current age (years): \_\_\_\_\_

3. My grade in school:

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

- Yes  No

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

- Yes  No

12. **I have a photo ID**

- Yes  No

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

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

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

**Assessment Evaluation**

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

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

- With an adult     By myself     With a friend

3. How did you like this assessment?

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

### Additional Questions

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

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

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



**Exhibit G**

**MHSA Prevention and Early Intervention Group/Activity Sign-In Sheet**

**FOOTHILL INDIAN EDUCATION ALLIANCE**

Name of Group/Activity: \_\_\_\_\_

Date: \_\_\_\_\_

Group/Activity beginning and ending time: \_\_\_\_\_

Facilitator(s):

\_\_\_\_\_

\_\_\_\_\_

Attendees (first name, last initial)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**EXHIBIT H  
Fee Schedule  
FY 10/11**

**Foothill Indian Education Alliance**

		<u>Maximum</u>
Cultural Specialist	\$65.00 per hour	\$126,750
Student Leadership/Prevention Activities Specialist	\$17.50 per hour	\$ 36,400
<hr/>		
<b>Personnel Total</b>		<b>\$163,150</b>
<hr/>		

**Reimbursable Expenses**

Crisis Phone Line Not to exceed \$1,800

Reimbursable expenses for the crisis phone line include a start up fee for the answering service up to the amount of \$150 and a maximum reimbursement of \$110 per month.

Activities Costs Not to exceed \$16,500

Reimbursable expenses for dance regalia materials and costs, cultural arts supplies/materials, prevention activities guest speaker costs, purchasing of prevention curriculum, food, materials, training, travel, and field trip costs and fees.

**Total Not to Exceed Amount** **\$181,450**

Exhibit I



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

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

BACKGROUND:

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

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

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



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BOARD OF SUPERVISORS POLICY

Subject:	Policy Number	Page Number:
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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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BOARD OF SUPERVISORS POLICY

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- f. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor and Chief Administrative Office.
  - g. The Chief Administrative Officer may, at his or her sole discretion, authorize an exception to requirements set forth in this Travel policy, based on extenuating circumstances presented by the appropriate, responsible department head. Any exception granted by the Chief Administrative Office is to be applied on a case-by-case basis and does not set precedent for future policy unless it has been formally adopted by the Board of Supervisors.
2. Approvals Required
- a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.
  - b. Chief Administrative Office approval is required when travel involves any of the following:
    - (1) Transportation by common carrier (except BART), e.g., air, train, bus.
    - (2) Car rental.
    - (3) Out-of-county overnight travel.
    - (4) Members of boards or commissions, or non-county personnel.



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(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:



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- (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



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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



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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





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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:



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- (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



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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



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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



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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



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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



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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.