

**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

**Meeting of
January 23, 2007**

AGENDA TITLE: Mental Health Services Act (MHSA) Contract for FY 06/07 through 07/08

| | | |
|-----------------------------------|---|---|
| DEPARTMENT: Mental Health | DEPT SIGNOFF: <i>John Bachman</i> | CAO USE ONLY: 1/8 <i>C Laura Schwartz</i> |
| CONTACT: John Bachman, PhD | | |
| DATE: 1/2/2007 | PHONE: 621-5106 | |

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:
The Mental Health Department recommends the Board approve and authorize the Chairman to sign the attached Agreement #461-S0711 for the provision of Mental Health services to El Dorado County residents. This agreement defines the amounts payable to the County by California State Department of Mental Health. It further identifies the State requirements associated with reporting and data collection activities. The agreement is retroactive as it was received from the State in November, 2006.

CAO RECOMMENDATIONS: *Recommend* *Laura A. Gill 1/8/07*

| | |
|--|--|
| Financial impact? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Funding Source: <input type="checkbox"/> Gen Fund <input checked="" type="checkbox"/> Other |
| BUDGET SUMMARY: | Other: Mental Health Services Act |
| Total Est. Cost \$4,125,093.00 | CAO Office Use Only: |
| Funding | 4/5's Vote Required <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Budgeted \$4,125,093.00 | Change in Policy <input type="checkbox"/> Yes <input type="checkbox"/> No |
| New Funding _____ | New Personnel <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Savings* _____ | CONCURRENCES: |
| Other _____ | Risk Management <input checked="" type="checkbox"/> |
| Total Funding \$4,125,093.00 | County Counsel <input checked="" type="checkbox"/> |
| Change in Net County Cost \$0.00 | Other _____ |

***Explain**

BOARD ACTIONS:

| | |
|---------------------------------------|--|
| Vote: Unanimous _____ Or _____ | I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors |
| Ayes: | |
| Noes: | |
| Abstentions: | |
| Absent: | |
| Rev. 5/04 ISKW001 Agenda | Date: _____ |
| | Attest: Cindy Keck, Board of Supervisors Clerk |
| | By: _____ |

EL DORADO COUNTY

DEPARTMENT OF MENTAL HEALTH ADMINISTRATIVE OFFICE



John Bachman, PhD, Director
Barry Wasserman, LCSW, Acting Deputy Director
344 Placerville Drive, Suite 20
Placerville, CA 95667
Phone: (530) 621-6200
Fax: (530) 622-3278

January 2, 2007

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Subject: State Department of Mental Health MHSA Agreement

RECOMMENDATIONS:

Approve and authorize the Chairman to sign the attached Mental Health Services Act (MHSA) Agreement #461-S0711 between the State Department of Mental Health and El Dorado County. This is the agreement under which the Mental Health Department operates to provide services under the Mental Health Services Act.

REASONS FOR RECOMMENDATIONS:

In November 2004, California voters passed Proposition 63, now known as the Mental Health Services Act (MHSA). In January 2006, the Board approved submission to the State of the Department's three-year plan for MHSA Community Services and Supports. This three-year plan was formally approved by the State on April 28, 2006, and El Dorado County was authorized to receive MHSA funding effective the first day of the month of approval - April 1, 2006. This Agreement defines the amounts payable to the County and identifies the County's responsibilities associated with reporting and data collection activities.

The MHSA Community Services and Supports programs include an integrated services program for mentally ill adults and transitional age youth, a wraparound program for children and transitional age youth, a Mental Health Court program in South Lake Tahoe, an older adult outreach program, and a Latino outreach program. A complete outline of these programs is available at www.co.el-dorado.ca.us/mentalhealth/index.html.

This agreement is retroactive to April 1, 2006 as it was not received from the State until November, 2006.

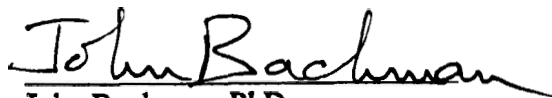
FISCAL IMPACT: These revenues have been budgeted for in FY 2006/07 and will be budgeted for in FY 2007/08.

NET COUNTY COST: None.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

Board Clerk's Office will forward signed copies of the contract to the Mental Health Department for further processing.

Respectfully submitted,

A handwritten signature in black ink that reads "John Bachman". The signature is written in a cursive style with a horizontal line underneath the name.

John Bachman, PhD
Director, Mental Health

CONTRACT ROUTING SHEET

Date Prepared: 12/13/06

Need Date: _____

PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts

Dept. Contact: Pam Carlone

Phone #: 5833

Department Head Signature: Bonnie H. Rich

Head Signature: Bonnie H. Rich

CONTRACTOR:

Name: CA Dept. of Mental Health

Address: 1600 9th Street

Sacramento, CA 95814

Phone: _____

11/20/06 10:13 AM 8:17
Sandra Redwood
SACRAMENTO COUNTY COUNSEL

CONTRACTING DEPARTMENT: Mental Health

Service Requested: EDC Mental Health to Provide M/H Services for State

Contract Term: Expires 6/30/08 Contract Value: _____ Revenue _____

Compliance with Human Resources requirements? Yes: _____ No: _____

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: _____ Date: 1-15-06 By: Carlone

Approved: _____ Disapproved: _____ Date: _____ By: _____

| ASSIGNMENT | DATE | BY |
|-------------------------------|-----------------|--------------------|
| <u>12/15/2006</u> | <u>12/15/06</u> | <u>[Signature]</u> |
| <u>ATTORNEY DO STUAPP</u> | <u>12/15/06</u> | <u>[Signature]</u> |
| <u>DEPT. INDEX NO. 055010</u> | <u>12/15/06</u> | <u>[Signature]</u> |

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 12/19/06 By: [Signature]

Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

STANDARD AGREEMENT

STD. 213 (NEW 02/98)

ORIGINAL

#461-S0711

Agreement Number

Amendment Nbr.

05-75531-000

1. This Agreement is entered into between the State Agency and the Contractor name below:

State Agency's Name:

Department of Mental Health

Contractor's Name:

El Dorado County Mental Health

2. The Term of this Agreement is: April 01, 2006 or upon DGS approval, through June 30, 2008

3. The maximum amount of this agreement is: \$4,125,093.00 Four Million One Hundred Twenty Five Thousand Ninety Three Dollars And No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

- Exhibit A - Scope of Work Page(s) 7
Exhibit B - Budget Detail and Payment Provision Page(s) 2
* Exhibit C - General Terms and Conditions Form: GTC 306 Dated 3/23/2006
Exhibit D - Special Terms and Conditions Page(s) 10

*View at: http://www.ols.dgs.ca.gov/Standard+Language/default.htm

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

El Dorado County Mental Health

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Chairman, Board of Supervisors, El Dorado County

John Bachman, Int. Director, Contract Administrator

ADDRESS 344 Placerville Drive, Suite 20

Placerville, CA 95667-3920

STATE OF CALIFORNIA

AGENCY NAME

Department of Mental Health

BY Authorized Signature

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Terrie Tatosian Procurement and Contracting Officer

ADDRESS 1600 9th Street

Sacramento, CA 95814

California Department of General Services Use Only Exempt from Compliance with the Public Contract Code, the State Administrative Manual, and from approval by the Department of General Services per section WIC 5897 (e) of the Welfare and Institutions code.

EXHIBIT A

OVERVIEW OF THE MENTAL HEALTH SERVICES ACT (MHSA) INTEGRATED THREE-YEAR PROGRAM AND EXPENDITURE PLAN

California voters approved Proposition 63 during the November 2004 General Election. Proposition 63, the Mental Health Services Act [hereinafter "MHSA"], became effective on January 1, 2005. Through imposition of a 1% tax on personal income in excess of \$1 million, the MHSA provides the opportunity for the State Department of Mental Health [hereinafter also "DMH" and "the Department"] to provide increased funding, personnel and other resources to support county mental health programs and monitor progress toward statewide goals for children/youth, adults, older adults and families. Per California Code of Regulations [hereinafter "CCR"], Title 9, Chapter 14, Section 3200.060, "county" means the County Mental Health Programs, two or more counties acting jointly, and/or city-operated programs receiving funds per Welfare and Institutions Code [hereinafter "W&I"] Section 5701.5. The MHSA addresses a broad continuum of prevention, early intervention and service needs and the necessary infrastructure, technology, and training elements that will effectively support the system. Components of the MHSA Integrated Three-Year Program and Expenditure Plan will include those elements required by W&I Code Section 5847 and related regulations including: Community Services and Supports [hereinafter "CSS"], Prevention and Early Intervention, Education and Training, Innovations, and Capital Facilities and Technology.

CSS means mental health and related services provided through the service delivery systems, also known as "Adult and Older Adult Systems of Care" and "Children's System of Care," found in W&I Code Sections 5800 and 5850, respectively, as well as services provided to transition-age youth, as specified in W&I Code Section 5847(c). The three types of service categories that may be funded under the MHSA CSS Component are: Full Service Partnerships, General System Development, and Outreach and Engagement, as described in CCR, Title 9, Chapter 14, Sections 3200.080, 3200.100, and 3200.130, respectively.

I. SCOPE OF WORK

El Dorado [hereinafter "the Contractor"] agrees to provide to DMH services related to the development, implementation, and performance reporting of the MHSA through the Contractor's Three-Year Program and Expenditure Plan. This Agreement covers the CSS Component of the Contractor's Three-Year Plan.

A. The services described in this Agreement shall be provided during the following term: April 1, 2006, to June 30, 2008. This Agreement shall be updated on an annual basis, in accordance with W&I Code Sections 5847 and 5848 and Part V of this Agreement.

B. The project representatives during the term of this Agreement will be:

| | |
|--|--------------------------------|
| California Department of Mental Health | El Dorado County Mental Health |
| Deputy Director | Interim Director |
| Systems of Care | 344 Placerville Drive, Ste. 20 |
| 1600 9 th Street, Room 130 | Placerville, CA 95667 |
| Sacramento, CA 95814 | |
| (916) 654-3551 | |

C. Funds received pursuant to this Agreement shall be used only to implement and operate the programs and services as set forth in Part II of this Agreement, and further described in the

CSS Work Plans and Information Technology (IT) Project Plans, if applicable, attached hereto as Attachments A-1 through A-5, and incorporated by reference.

- D. Funds approved as "One Time Funds" as set forth below, for non-recurring costs and IT Project Plans shall only be used for the project as approved by the Department and for no more than the amount approved.
- E. All contracted services should be performed within the state of California, except those performed within 100 miles of counties contiguous with another state. Any other services sought to be performed outside of the State of California must be approved the Department.
- F. The Contractor shall maintain at the office of the County Mental Health Director all Work Plans, IT Project Plans, budgets, and annual and other updates referenced in this Agreement. Per Government Code 8546.7, Agreements involving the expenditure of public funds in excess of ten thousand dollars must be maintained for 3 years after the final payment made pursuant to the Agreement.

II. PROGRAMS AND SERVICES FUNDED

- A. The programs and services funded through this Agreement are contained in the following 5 Work Plans, attached hereto as Attachments A-1 through A-5, and incorporated by reference:

- A-1 Family Centered Services Program
- A-2 Mental Health Court
- A-3 Wellness Program
- A-4 Project Uplift
- A-5 Latino Engagement Initiative

B. One-Time Funds

DMH has approved funding for non-recurring costs, as specified below:

FY 2005-06

| | |
|---------------------------|----------|
| Various Trainings | \$ 6,900 |
| Hiring of Project Manager | \$12,111 |

FY 2006-07

| | |
|-----------|-----------|
| Housing | \$500,000 |
| Training | \$18,400 |
| Vehicles | \$113,000 |
| Staff | \$50,864 |
| Materials | \$ 5,000 |

FY 2007-08

| | |
|----------|----------|
| Training | \$50,000 |
| Staff | \$53,408 |

III. GENERAL ASSURANCES

- A. The Contractor is in compliance with all applicable statutes and regulations regarding Maintenance of Effort, Non-Supplantation and Allowable Use of Funds.
- B. The Local Mental Health Board or Commission has reviewed and approved procedures ensuring citizen and professional involvement in the MHS Community Program Planning process, as set forth in W&I Code Section 5848 of the MHS.
- C. In accordance with W&I Code Section 5848(d), the Local Mental Health Board or Commission shall review and comment upon the performance outcome data required by W&I Code Section 5604.2(a)(7).

IV. COMPLIANCE

A. Compliance with Applicable Law

The Contractor shall maintain compliance with all applicable statutes and regulations, including the program principles set forth in W&I Code Section 5813.5(d).

B. Funding Requirements

1. Maintenance of Effort

The Contractor shall maintain compliance with the requirements of W&I Code Section 17608.05 and all applicable regulations regarding Maintenance of Effort.

2. Non-Supplantation

The Contractor shall maintain compliance with all requirements contained in statute and regulation regarding Non-Supplantation.

3. Use of Funds

The Contractor shall maintain compliance with CCR, Title 9, Sections 3400 and 3405, and all other regulations regarding use of funds. The programs implemented under this Agreement must be new or expanded programs. All funds shall be used exclusively to implement and operate the services and programs, as approved by DMH and set forth in Part II of this Agreement and further described in Attachments A-1 through A-5. The Contractor must implement all approved programs; however the Contractor may make changes in line items or in funding levels among the approved programs.

These funds may not be loaned to the state General Fund or any other fund of the State, or a county general fund or any other county fund or used for any purpose other than those authorized by W&I Code Section 5892.

4. Medi-Cal Reimbursement

When applicable, the Contractor shall comply with all requirements necessary for Medi-Cal reimbursement for mental health services provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in W&I Code Sections 5718 through 5724. If the Contractor has entered into an Agreement with DMH under W&I Code Section 5775 to provide Medi-Cal Specialty Mental Health Services, the Contractor shall comply with the requirements of that Agreement and the provisions of CCR, Title 9, Division 1, Chapter 11. Medi-Cal Specialty Mental Health Services are those services described in CCR, Title 9, Sections 1810.247 and 1810.345.

C. Reporting Requirements

1. Pursuant to W&I Code Section 5610(a), and applicable regulations, the Contractor shall submit Client and Service Information ["CSI"] data to DMH during the term of this Agreement. The Contractor must report CSI data to DMH as soon as possible after collection, but no later than 60 (sixty) days after the end of the monthly service reporting period. The required CSI data includes, but is not limited to, client demographic information and a description of services provided.
2. For each program or service funded by this Agreement, the Contractor shall submit quarterly progress reports which include the target numbers of people to be served or units of service to be provided for each program, and the actual numbers of people served or units of service provided for each program during the three-month period covered by the report. The quarterly progress report shall be submitted to DMH no later than 60 (sixty) days following the end of the three-month period covered by the report.
3. For IT projects supported by CSS funds, the Contractor shall submit quarterly IT project status reports. The information contained in the reports shall include, but is not limited to status of the project, including its budget, whether it is on schedule, its accomplishments, and its deliverables. The report shall also include delineation of identified risks and actions taken, or to be taken, to mitigate/remediate the risk. The quarterly IT project status report shall be submitted to DMH no later than 30 (thirty) days following the end of each three-month period covered by the report.
4. During the term of this Agreement, pursuant to W&I Code Section 5848(c), and applicable regulations, the Contractor shall submit MHPA Full Service Partnerships ["FSP"] Data Collection and Reporting (DCR) data to DMH for the purpose of measuring individual-level performance outcomes. All FSP data shall be submitted in electronic form. The Contractor shall ensure that the staff responsible for transmitting this data is trained in data collection procedure. The requirements referred to in this section do not preclude any other performance outcomes measurement required by law or regulation.

a. Initial Data

The Contractor shall collect data as soon as it begins providing services to FSP clients, including, but not limited to: general administrative data; residential status; educational status; employment status; financial status; legal issues/status; health status; substance abuse issues; assessment of daily living functions where appropriate; and all interventions, including emergency intervention. This data shall be transmitted to DMH as soon as possible, and no later than 90 (ninety) days after the commencement of services.

b. Quarterly Assessments

Every three months, the Contractor shall conduct a quarterly assessment of each individual and submit FSP data to DMH within 90 (ninety) days of collecting the data. This data shall include, but is not limited to: general administrative data; educational status; financial status; legal issues/status; health status; substance abuse issues; and assessment of daily living functions where appropriate.

c. Changes in Key Events

The Contractor shall submit data to DMH as soon as possible, but no later than 90 (ninety) days after an FSP client experiences a change in a key event, such as a change in educational status, employment or financial status, legal status, or residential status, including hospitalization or incarceration; or following an emergency intervention. Data submitted shall include, but is not limited to the following: general administrative data; residence; educational status; employment status; legal issues/status; and a description of any and all interventions, including emergency intervention.

5. Twice annually, during two-week survey periods designated by DMH, the Contractor shall collect consumer perception data for clients served by the programs set forth in Part II A of this Agreement. The data to be collected includes, but is not limited to, the client's perceptions of the quality and results of services provided by the Contractor. The survey data shall be submitted to DMH no later than 90 (ninety) days after collection.
6. As part of the annual cost and financial reports the Contractor currently submits to DMH for all mental health programs operated by the Contractor, the Contractor shall include revenue, distribution and expenditures of MHSA funds. Complete cost and financial reports signed by the mental health director and the county's auditor-controller certifying that information submitted is true and correct and that the county is in compliance with non-supplantation requirements, shall be submitted no later than December 31 following the end of the fiscal year. The Contractor shall also submit a reconciled cost report, certified by the mental health director and the county's auditor-controller as being true and correct, no later than April 1 of the next calendar year.
7. The Contractor shall submit an Annual MHSA Revenue and Expenditure Report for each program in Part II A and B of this Agreement to DMH no later than December 31 following the end of the fiscal year. For the programs set forth in Part II A, the reports shall be itemized by program and service category and shall include, but not be limited to, the total cost of the program provided, associated administrative expenses, and the amounts and sources of revenues used to pay for the program. For the CSS related IT Projects and other approved One-Time Expenditures set forth in Part II B, the reports shall include, but not be limited to, the total cost of the program or project, and the amounts and sources of revenues used to pay for the program or project.
8. For each six-month period of this Agreement, the Contractor shall prepare a Cash Flow Statement. The statement shall include, but is not limited to, cash on hand at the beginning of the six-month period; cash flow activity; adjustments from prior periods; actual expenditures for items such as personnel, operating expenses and administration; and cash on hand at the end of the six-month period. The report shall specify if there are allowable encumbrances on remaining funds. This information must be submitted to DMH within the 30 (thirty) days following the end of each six-month period.
9. The Contractor shall provide other information required by state or federal law.
10. The Contractor shall notify DMH 90 (ninety) days prior to any change in reporting system(s) and/or change of system vendor, and cooperate with DMH to minimize any delays or problems in submitting the required data to DMH.
11. All data submitted shall be full and complete.

12. The Contractor shall make diligent efforts to minimize errors in data reported.

D. Plan of Correction

1. If, at any point during the duration of this Agreement, DMH determines that the Contractor is out of compliance with any provision in this Agreement, DMH may request a plan of correction, after providing the Contractor with written notification and the basis for the finding of noncompliance. Within 30 (thirty) days of receiving notification, the Contractor shall provide a written request for a plan of correction. The request shall include:
 - a. A statement of specific actions the Contractor will take in order to come into compliance with this Agreement;
 - b. The names of the persons responsible for completing each action; and
 - c. A date for the correction to be completed that is realistic and appropriate to the level of the deficiency or deficiencies.
2. As part of its proposed plan of correction, the Contractor may, in accordance with the provisions set forth in Part V, request an amendment of this Agreement. Any amendment to this Agreement will have prospective application only.
3. If DMH accepts the Contractor's proposed plan of correction, it shall suspend other punitive actions to give the Contractor the opportunity to come into compliance. As a condition of accepting the Contractor's proposed plan, DMH may impose additional obligations on the Contractor. DMH may monitor the Contractor's implementation of the plan of correction as necessary. Before issuing a finding of compliance, DMH may request proof that the corrective action has been successful.
4. During the period when a plan of correction is in force, the provisions of the plan of correction take precedence over provisions of this Agreement, to the extent the two differ.
5. If DMH determines that the Contractor has failed to achieve sufficient compliance, funds may be withheld, under all or part of this Agreement, until compliance is achieved.
6. If at any point during the duration of this agreement, DMH determines that the Contractor is not providing the programs and services described in the Agreement, or is not providing programs and services in a manner consistent with the terms of the Agreement, or is using funds allocated to it through this Agreement for purposes not contained in the Agreement, DMH may withhold funding until the problem is resolved or a plan of correction is agreed upon.

E. Monitoring

Upon the Department's request, the Contractor shall provide DMH with access to any and all programs, including locations, records and staff, for the purpose of monitoring the Contractor's compliance with the terms of this Agreement.

V. AMENDMENT TO THE AGREEMENT

This Agreement may be amended through the mandatory annual update procedure set forth in this Part. In addition, the Contractor or the DMH may, at any time, request an amendment in writing. No additional MHSAs funds shall be provided to the Contractor pursuant to the proposed amendment

unless and until DMH has approved the Contractor's request and this Agreement has been amended in accordance with this Part.

A. Annual Updates

1. The Contractor shall submit a written annual update of the Three-Year Plan that was approved by DMH, in accordance with the requirements set forth in W&I Code Sections 5847 and 5848 and all applicable regulations. The annual update is due by or before the end of each calendar year for the prior fiscal year. Each annual update must be approved by DMH and signed by both the Contractor and DMH.
2. The annual update may include proposed modifications to this Agreement and requests for funding for new programs and/or services. Requests for modifications shall include:
 - a. A description of the proposed change, including the reasons why such a revision is required;
 - b. The number of individuals to be served;
 - c. An itemized list of proposed budgetary changes.

B. Amendments to the Agreement

The Contractor may request an amendment at any time by submitting a written request for modification to DMH. Within 60 (sixty) days of receiving a written request to modify, DMH shall either grant the request to modify; deny the request; grant the request with modifications; or inform the Contractor that additional time is required to consider the request. If DMH does not respond within 60 (sixty) days, the request is deemed denied. The Contractor may resubmit the request.

DMH may propose amending the Agreement by submitting a written proposal to the Contractor.

Unless the modification is documented in a written addendum to this Agreement signed by both the Contractor and DMH, modifications to this Agreement are not legally binding, and the Contractor shall receive no additional funds

VI. RESOLUTION OF DISPUTES

Should a dispute arise between the Contractor and DMH relating to performance under this Agreement, other than disputes governed by the dispute resolution process set forth in CCR, Title 9, Division 1, Chapter 11, the Contractor shall, prior to exercising any other remedy that may be available, file a "Notice of Dispute" with DMH within 10 (ten) days of discovery of the problem. Within 10 (ten) days, DMH shall meet with the Contractor, review the factors in the dispute, and recommend a means for resolving the dispute before a written response is provided to the Contractor. DMH shall provide a written response to the Contractor within 30 (thirty) days of the meeting. The decision of DMH shall be final.

In the event of a dispute, the language contained in this Agreement shall prevail over any other language, including that contained in the Contractor's Three-Year Plan.

The Contractor and DMH shall continue to perform their duties and obligations under this Agreement during any dispute.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

I. PAYMENT PROVISIONS

A. Payment

1. Upon the approval date of this Agreement, DMH shall distribute MESA funds to the Contractor on a quarterly basis one month in advance of the start of each quarter. Quarterly payments will be discontinued if the Contractor is delinquent in submitting the reports required by Exhibit A, Part IV. C and will resume when the required documents and/or information are received. DMH will monitor the Contractor's amount of cash on hand for on-going operations for each component of the MESA and distributions of funds may be adjusted based on the amount of cash on hand.
2. If the Contractor participates in Medi-Cal mental health programs as a Mental Health Plan, the Contractor shall comply with the requirements and provisions applicable to Medi-Cal Mental Health Managed Care contained or referenced in regulations, policies and statute, and Medi-Cal Mental Health Managed Care Agreement.
3. If the Contractor is eligible and chooses to participate in the Mental Health Medi-Cal Administrative Activities ["MAA"] claiming process, the Contractor agrees to submit claims only for those activities included and defined within the Contractor's Mental Health MAA Claiming Plan as approved by DMH, the Department of Health Services ["DHS"], and the federal Center for Medicare and Medicaid Services ["CMS"]. The Contractor agrees to comply with all applicable federal statutes and regulations and, with the exception of the approved MAA activities and claiming policies that are unique for mental health programs, agrees in all other respects to comply with W&I Code Section 14132.47 and MAA Regulations promulgated by DHS in the CCR, Title 22.

B. Budget Contingencies

1. DMH may adjust or revise the Contractor's planning estimate to provide for increases or decreases in the amount of funds expected to be available for the Contractor's approved programs. The contractor may submit a revised budget plan and request an amendment to this agreement to change or alter its proposed programs to adjust to the revised planning estimate of funds available.
2. If there is insufficient money available in the Fund to implement or operate the programs funded by this Agreement or to fund the amount of the annual planning estimate, DMH, with the input of the California Mental Health Directors Association, may revise the planning estimate or may decide to use some or all of the prudent reserve to fund the approved programs. Decisions to use the prudent reserve will be made on a statewide basis.
3. If funds, including the prudent reserve, are not sufficient to implement and/or operate a program or provide a service, those provisions of this Agreement addressing that program or service shall be void and shall have no further force or effect. Neither DMH nor the State shall have any duty to provide funds to the Contractor for that program or service, and the Contractor shall have no obligation to perform those programs or services. If funds are insufficient to implement and/or operate the Agreement, the Agreement shall be void and shall have no further force or effect.

C. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

II. BUDGET DETAIL FOR THE MHA INTEGRATED THREE-YEAR PROGRAM AND EXPENDITURE PLAN COMPONENTS

A. Community Services and Supports

A summary of the Contractor's CSS funding amounts for FY 2005-06, 2006-07, and 2007-08 are provided below:

FY 2005-06

| TYPE OF FUNDING | TOTALS |
|-----------------------------|------------------|
| Services | \$355,826 |
| CSS related IT funding | \$ 0 |
| One-Time Funds | |
| • Various Trainings | \$ 6,900 |
| • Hiring of Project Manager | \$12,111 |
| One-Time Funds Sub Total | \$19,011 |
| Total Budget | \$374,837 |

FY 2006-07

| TYPE OF FUNDING | TOTALS |
|--------------------------|--------------------|
| Services | \$1,437,533 |
| CSS related IT funding | \$ 0 |
| One-Time Funds | |
| • Housing | \$500,000 |
| • Training | \$18,400 |
| • Vehicles | \$113,000 |
| • Staff | \$50,864 |
| • Materials | \$ 5,000 |
| One-Time Funds Sub Total | \$687,264 |
| Total Budget | \$2,124,797 |

FY 2007-08

| TYPE OF FUNDING | TOTALS |
|--------------------------|--------------------|
| Services | \$1,522,051 |
| CSS related IT funding | \$ 0 |
| One-Time Funds | |
| • Training | \$50,000 |
| • Staff | \$53,408 |
| One-Time Funds Sub Total | \$103,408 |
| Total Budget | \$1,625,459 |

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

I. RELATIONSHIP OF THE PARTIES

The Department and the Contractor are, and shall at all times be deemed, independent agencies. Each party to this Agreement shall be wholly responsible for the manner in which it performs the obligations and services required of it by the terms of this Agreement. Nothing herein will be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees. Each party assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. The Department, its agents and employees, shall not be entitled to any rights or privileges of the Contractor's employees and shall not be considered in any manner to be employees of the Contractor. The Contractor, its agents and employees, shall not be entitled to any rights or privileges of state employees and shall not be considered in any manner to be state employees.

II. LAW GOVERNING

It is understood and agreed that this Agreement shall be governed by the laws of the State of California, both as to interpretation and performance.

III. SUBCONTRACTS

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of the responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

IV. CONSULTANTS

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel are not deemed to be employees of or have any contractual relationship with DMH or the State of California by virtue of such an arrangement with the Contractor.

V. TERMINATION

Either party may terminate this Agreement by giving 60 (sixty) days written notice to the other party. The notice of termination shall specify the effective date of termination.

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

- A. Stop work on the date specified in the notice;

- B. Place no further orders or enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the Agreement up to effective date of termination;
- C. Terminate all orders and subcontracts;
- D. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including but not limited to, reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts; and
- E. Deliver or make available to DMH all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.

In the event of termination, an equitable adjustment in the price provided for this Agreement shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials, supplies, and expenses incurred pursuant to this Agreement prior to the effective date of termination.

VI. CONFIDENTIALITY

A. Confidentiality of Client Information and Medical Records

1. As a covered entity performing joint operation of a government function, the Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 D et seq, of Title 42, United States Code and it's implementing regulations (including but not limited to Title 45, CFR, Parts 142, 160, 162 and 164) regarding the confidentiality and security of protected health information (PHI).
2. Permitted Uses and Disclosures of PHI by the Contractor
 - A. *Permitted Uses and Disclosures.* Except as otherwise provided in this Agreement, the Contractor, may use or disclose protected health information to perform functions, activities or services identified in this Agreement for, or on behalf of the DMH provided that such use or disclosure would not violate the Health Insurance Portability and Accountability Act (HIPAA), (U.S.C. 1320d et seq.), and its implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162 and 164, hereinafter referred to as the Privacy Rule, if done by DMH.
 - B. *Specific Uses and Disclosures Provisions.* Except as otherwise indicated in the Agreement, the Contractor may:
 1. *Use and disclose for management and administration.* Use and disclose PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that the disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
 2. *Provision of Data Aggregation Services.* Use PHI to provide data aggregation services to DMH. Data aggregation means the combining of PHI created or received by the Contractor on behalf of DMH with PHI received by the Contractor in its

capacity as the Contractor of another covered entity, to permit data analyses that relate to the health care operations of DMH.

3. Responsibilities of the Contractor.

The Contractor agrees:

- A. *Nondisclosure*. Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- B. *Safeguards*. To use appropriate safeguards to prevent use or disclosure of PHI other than provided for by this Agreement. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PHI other than as provided for by this Agreement. The Contractor shall provide DMH with information concerning such safeguards as DMH may reasonably request from time to time.

The Contractor shall restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only. In accordance with the State Administrative Manual (SAM) Section 4841.2, DMH must include the following requirements in all contracts with non-state entities:

The Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.

The Contractor shall:

- A. Implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - 1. Network-based firewall and/or personal firewall
 - 2. Continuously updated anti-virus software
 - 3. Patch-management process including installation of all operating system/software vendor security patches
- B. Utilize a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers and PDAs).

The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless the data is encrypted by a solution that has been validated as conforming to the Advanced Encryption Standard (AES) Algorithm by the National Institute of Standards and Technology (NIST).

- C. *Mitigation of Harmful Effects.* To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor or its subcontractors in violation of the requirements of this Agreement.
- D. *Reporting of Improper Disclosures.* To report to DMH within twenty-four (24) hours during a work week, of discovery by Contractor that PHI has been used or disclosed other than as provided for by this Agreement.
- E. *Agents and Subcontractors of the Contractor.* To ensure that any agent, including a subcontractor to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of DMH, shall comply with the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.
- F. *Internal Practices.* To make Contractor's internal practices, books and records relating to the use and disclose of PHI received from DMH, or created or received by the Contractor on behalf of DMH, available to DMH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DMH or by the Secretary, for purposes of determining DMH's compliance with the HIPAA regulations.
- G. *Notification of Electronic Breach or Improper Disclosure.* During the term of this Agreement, Contractor shall notify DMH immediately upon discovery of any breach of Medi-Cal PHI and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the DMH Information Security Officer, within two business days of discovery, at (916) 651-6776. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to the DMH Information Security Officer, postmarked within thirty (30) working days of the discovery of the breach to the address below:

**Information Security Officer
Office of HIPAA Compliance
California Department of Mental Health
1600 9th Street, Room 150
Sacramento, CA 95814**

- H. *Employee Training and Discipline.* To train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities on behalf of DMH under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

4. Audits, Inspection and Enforcement.

From time to time, DMH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Agreement. Contractor shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the DMH Information Security Officer in writing. The fact that DMH inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibilities to comply with this Agreement, nor does DMH's:

- A. Failure to detect or

- B. Detection, but failure to notify Contractor or require Contractor's remediation of any unsatisfactory practices constitutes acceptance of such practice or a waiver of DMH's enforcement rights under this Agreement.

5. Termination.

- A. *Termination for Cause.* Upon DMH's knowledge of a material breach of this Agreement by Contractor, DMH shall either:
 - 1. Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by DMH.
 - 2. Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or
 - 3. If neither cure nor termination is feasible, the DMH Information Security Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services.
- B. *Judicial or Administrative Proceedings.* DMH may terminate this Agreement, effective immediately, if (i) Contractor is found guilty in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws is made in an administrative or civil proceeding in which the Contractor is a party.
 - 1. *Effect of Termination.* Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all PHI received from DMH (or created or received by Contractor on behalf of DMH) that Contractor still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Contractor.

6. Miscellaneous Provisions.

- A. *Disclaimer.* DMH makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of PHI.
- B. *Amendment.* The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DMH's request, Contractor agrees to promptly enter into an amendment providing assurances regarding the safeguarding of PHI that DMH in its sole discretion deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

- C. *Assistance in Litigation or Administrative Proceedings.* Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to DMH at no cost to DMH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DMH, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.
- D. *No Third-Party Beneficiaries.* Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than DMH or Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.
- E. *Interpretation.* The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- F. *Regulatory References.* A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.
- G. *Survival.* The respective rights and obligations of Contractor under Section 6.C of this Agreement shall survive the termination or expiration of this Agreement.
- H. *No Waiver of Obligations.* No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

B. Confidentiality of Data and Documents

1. Except as otherwise required by law, the Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without express permission of the Department.
1. Permission to disclose information or documents on one occasion or at public hearings held by the Department relating to the same shall not authorize the Contractor to further disclose such information or documents on any other occasion, except as otherwise required by law.
2. The Contractor shall not comment publicly to the Press or any other media regarding the data or documents generated, collected, or produced in connection with this Agreement, or the Department's actions on the same, except to the Department's staff, the Contractor's own personnel involved in the performance of this Agreement, at a public hearing, or in response to questions from a legislative committee.
3. If requested by the Department, the Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the Department and shall supply the Department with evidence thereof.
4. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.

5. After any data or documents submitted has become a part of the public records of the State, the Contractor may, if it wishes to do so, at its own expense and upon approval by the Department, publish or utilize the same but shall include the following legend:

LEGAL NOTICE

This report was prepared as an account of work sponsored by DMH, but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither DMH, nor the State of California, nor any officer or employee thereof, nor any of its contractors or subcontractors, makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

VII. PROVISIONS RELATING TO DATA

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- B. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under the Contractor's control prior to commencement of performance of this Agreement and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Agreement is commenced.
- C. "Generated data" is that data that a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
- D. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the Department. Such data shall be the property of the Department.
- E. "Generated data" shall be the property of the Department unless and only to the extent that it is specifically provided otherwise herein or by agreement of DMH and the Contractor.
- F. The title to the Contractor's proprietary data shall remain in the Contractor's possession throughout the term of this Agreement and thereafter. As to generated data which is reserved to the Contractor by express terms of this Agreement and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, the Contractor shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at the Contractor's own expense for a period of not less than three years after receipt by the State of the final report or termination of this Agreement and any and all amendments hereto, or for three years after the conclusion or resolution of any and all audits or litigation relevant to this Contract, whichever is later.

- G. Prior to the expiration of such time, and before changing the form of or destroying any such data, the Contractor shall notify the Department of any such contemplated action; and the Department may, within 30 (thirty) days after said notification, determine whether it desires said data to be further preserved and, if the Department so elects, the expense of further preservation of said data shall be paid for by the Department. The Contractor agrees that the Department shall have unrestricted reasonable access to the same during said three-year period and throughout the time during which said data is preserved in accordance with this Agreement, and the Contractor agrees to use best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.

VIII. CHANGES IN TIME FOR PERFORMANCE OF TASKS

The time for performance of the tasks and items within the budget, but not the total Agreement price, may be changed with the prior written approval of the Department. However, the date for completion of performance and the total Agreement price, as well as all other terms not specifically accepted may be altered only by formal amendment of this Agreement.

IX. PATIENTS' RIGHTS

The parties to this Agreement shall comply with all applicable laws and regulations relating to patients' rights.

X. WAIVER

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions not to affect the validity of this Agreement or the right of the Department to enforce said provisions.

XI. CONTRACT IS COMPLETE

Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.

XII. CAPTIONS

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do no purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

XIII. PUBLIC HEARINGS

If public hearings on the subject matter dealt with in this Agreement are held within one year from the contract expiration date, the Contractor will make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget.

XIV. FORCE MAJEURE

Neither the State nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including and without being limited to: acts of God, interference, rulings or decisions by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall as soon as reasonably possible give the other parties written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Agreement.

XV. PERMITS AND LICENSES

The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and give all notices necessary and incident to the lawful prosecution of the work.

The Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the Department in writing.

XVI. LITIGATION

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

XVII. SEVERABILITY

If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed to be severable.

XVIII. PUBLIC CONTRACT CODE

The Contractor is advised that provisions of Public Contract Code Sections 10355 through 10382 pertaining to the duties, obligations and rights of a consultant service contractor are applicable to this Agreement.

XIX. WAIVER OF DEFAULT

Waiver of any default will not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement will not be deemed to be a waiver of any other or subsequent breach, and will not be construed to be a modification of this Agreement.

XX. CONFLICT OF INTEREST CERTIFICATION

In accordance with State laws and Departmental policy, no employees (including contractors) shall participate in incompatible activities which are in conflict with their job duties. In addition, State law requires employees whose positions are designated in the Department's Conflict of Interest Code to file statements of economic interest. Employees whose positions have been designated will be notified by the department if a statement is required.

In signing this contract, I certify that I have read and understand the following:

GOVERNMENT CODE 19990: A state officer or employee shall not engage in any employment, activity, or enterprise, which is clearly inconsistent, incompatible, in conflict with, or inimical to his or her duties as a state officer or employee.

Each appointing power shall determine, subject to approval of the Department, those activities that, for employees under its jurisdiction, are inconsistent, incompatible or in conflict with their duties as state officers or employees. Activities and enterprises deemed to fall in these categories shall include, but not be limited to all of the following:

1. Using the prestige or influence of the State or the appointing authority for the private gain or advantage of the officer or employee, or the private gain of another.
2. Using, or having access to, confidential information available by virtue of state employment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized.
3. Receiving or accepting money or any other consideration from anyone other than the State for the performance of his or her duties as a state officer or employee.
4. Performance of an act in other than his or her capacity as a state officer or employee knowing that the act may later be subject, directly or indirectly to the control, inspection, review, audit, or enforcement by the officer or employee.
5. Receiving or accepting, directly or indirectly, any gift, including money, or any service, gratuity, favor, entertainment, hospitality, loan, or any other thing of value from anyone who is doing or is seeking to do business of any kind with the officer's or employee's appointing authority or whose activities are regulated or controlled by the appointing authority under circumstances from which it reasonably could be substantiated that the gift was intended to influence the officer or employee in his or her official duties or was intended as a reward for any official actions performed by the officer or employee.
6. Subject to any other laws, rules, or regulations as pertain thereto, not devoting his or her full time, attention, and efforts to his or her state office or employment during his or her hours of duty as a state officer or employee.

ATTACHMENT A-1: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

| | |
|-------------------|--|
| County: El Dorado | Program Work Plan Name: Family Centered Services Program, page 1 of 2 |
|-------------------|--|

| | |
|------------------------|------------------------------------|
| Program Work Plan #: 1 | Estimated Start Date: July 1, 2006 |
|------------------------|------------------------------------|

| | |
|---|---|
| <p>Description of Program: <i>Describe how this program will help advance the goals of the Mental Health Services Act</i></p> | <p>Wraparound Services is a collaborative, team-based, family-driven service delivery model which includes clinical case management, an individualized service plan, and flexible supports and services. Case management and service delivery are implemented in a convenient and comfortable location for the family who also directs the use of family, community and system supports. An important goal is to help individuals achieve their goals by meeting unmet needs while remaining in their homes and communities.</p> <p>Use of the Wraparound services program model ensures the delivery of services within a system-of-care with philosophies, values and standards consistent with the MHSA mission. Individualized plans are client and family-driven and strengths-based. Use of the Wraparound Team model supports community collaboration and integrated service delivery. Cultural competence is a critical goal addressed individually with each family to ensure respectful, ethnic-specific, and age/gender-appropriate services.</p> <p>This vision of this program is to support children, their caretakers, and the community by keeping children healthy and safe at home, in school and out of trouble. Program characteristics will include flexible hours and community-based services. Each regional MHSA Wraparound Program, once fully established, will serve six MHSA children at a time (these will be full service partnership enrollments). In addition, the South Lake Tahoe Wraparound Program will have the capacity to enroll six Medi-Cal children once fully operational. It is anticipated that once established and at full capacity, the South Lake Tahoe Wraparound Team will be able to serve an average of 24 clients per year with a caseload of 12 families at any given time (6 MHSA and 6 Medi-Cal) and the expanded capacity in the Western Slope will serve 6 MHSA clients at an given time for an average of 12 clients per year. There is an estimated annual need of 500 eligible youth and families for this program.</p> |
|---|---|

ATTACHMENT A-1: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

County: El Dorado Program Work Plan Name: Family Centered Services, page 2 of 2

Priority Population: Children, 0-17, at risk of out of home placement, with no insurance or under-insured.
Describe the situational characteristics of the priority population

| Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply) | Fund Type | | | Age Group | | | |
|---|-----------|---------|--------------------------|-----------|--------------------------|--------------------------|--------------------------|
| | FSP | Sys Dev | OE | CY | TAY | A | OA |
| Youth involvement in planning and service development | X | X | <input type="checkbox"/> | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Services and supports provided at school, in the community, and in the home. | X | X | <input type="checkbox"/> | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Infrastructure for the Children's System of Care | X | X | <input type="checkbox"/> | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Family preservation services | X | X | <input type="checkbox"/> | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Crisis response 24/7 | X | X | <input type="checkbox"/> | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Education for children/youth/families re: mental illness and medications. | X | X | <input type="checkbox"/> | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Values-driven, evidence-based practices integrated with overall service planning and which support youth/family selected goals. | X | X | <input type="checkbox"/> | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Childcare | X | X | <input type="checkbox"/> | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Transportation | X | X | <input type="checkbox"/> | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

ATTACHMENT A-2: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

| | |
|------------------------|---|
| County: El Dorado | Program Work Plan Name: Mental Health Court |
| Program Work Plan #: 2 | Estimated Start Date: July 1, 2006 |

| | |
|--|--|
| <p>Description of Program: <i>Describe how this program will help advance the goals of the Mental Health Services Act</i></p> | <p>The El Dorado County Mental Health Court is an intensive program designed to evaluate, treat, and monitor participants while providing coordinated and comprehensive mental health treatment and ancillary services. The MH Court program is a strong community collaboration model which provides for system integration. The judicial system, law enforcement, probation, and mental health systems will form the Mental Health Court Team and a clinical mental health manager will work closely with each participant to successfully implement an integrated, individualized service plan that is strengths-based and culturally competent. The Mental Health Court Team draws on the expertise and mutual commitment of its members and represents a problem-solving approach to address unmet mental health needs.</p> |
|--|--|

| | |
|---|--|
| <p>Priority Population: <i>Describe the situational characteristics of the priority population</i></p> | <p>Transitional Age Youth (TAY, 18-25)--Initial Population: Youth who are involved in the criminal justice system prior to sentencing. Adult (18-59)--Initial Population: Adults who are involved in the criminal justice system prior to sentencing.</p> |
|---|--|

| Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply) | Fund Type | | | Age Group | | | |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|-------------------------------------|-------------------------------------|--------------------------|
| | FSP | Sys Dev | OE | CY | TAY | A | OA |
| Seamless linkage between youth and adult system | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Cross agency and cross disciplinary training | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Integrated service teams | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Integrated county/community level planning | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Youth and family run services (mentoring and education) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Education for youth and families regarding medications | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Partnerships with ethnic-specific community providers and programs | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Self-directed self-sufficiency plan | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Transportation assistance | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Integrated services with law enforcement, probation, and courts | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Client advocacy on criminal justice issues | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

ATTACHMENT A-3: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

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|------------------------|--|
| County: El Dorado | Program Work Plan Name: The Wellness Program |
| Program Work Plan #: 3 | Estimated Start Date: July 1, 2006 |

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|--|--|
| Description of Program: <i>Describe how this program will help advance the goals of the Mental Health Services Act</i> | The program goal is to provide a full-service partnership program which offers a continuum of housing options along with a comprehensive array of integrated services and supports and a collaborative case management team within a psychosocial rehabilitation/recovery model framework. The Western Slope Program will apply this highly successful approach used by many programs funded under AB2034 to provide full service partnership services, outreach and engagement services, and use of peer support. MHPA goals will be advanced as the "Wellness Program" emphasizes principles of recovery, client-centered planning, and the use of community collaboration to ensure an integrated and comprehensive service delivery system. At the heart of quality service delivery will be the use of culturally competent and evidence-based practices, as well. |
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| Priority Population: <i>Describe the situational characteristics of the priority population</i> | Transitional Age Youth (TAY, 18-25)--Initial Population: Aging out of child & youth MH &/or juvenile justice system and homeless or at risk of homelessness. Adult (18-59)--Initial Population: Homelessness or at risk of homeless (many will be dually diagnosed with both psychiatric and substance abuse problems). |
|---|--|

| Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply) | Fund Type | | | Age Group | | | |
|--|--------------------------|--------------------------|--------------------------|--------------------------|-----|---|--------------------------|
| | FSP | Sys Dev | OE | CY | TAY | A | OA |
| Outreach | <input type="checkbox"/> | <input type="checkbox"/> | X | <input type="checkbox"/> | X | X | <input type="checkbox"/> |
| Peer Support Program-intensive services peer counselor | <input type="checkbox"/> | X | <input type="checkbox"/> | <input type="checkbox"/> | X | X | <input type="checkbox"/> |
| Peer Support Program-house managers | <input type="checkbox"/> | X | <input type="checkbox"/> | <input type="checkbox"/> | X | X | <input type="checkbox"/> |
| Integrated Substance Abuse and Psychiatric treatment-EBP | <input type="checkbox"/> | X | <input type="checkbox"/> | <input type="checkbox"/> | X | X | <input type="checkbox"/> |
| Cross agency and cross discipline training | <input type="checkbox"/> | X | <input type="checkbox"/> | <input type="checkbox"/> | X | X | <input type="checkbox"/> |
| Integrated service teams | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X | X | <input type="checkbox"/> |
| Supportive housing | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X | X | <input type="checkbox"/> |
| Self-directed self-sufficiency plan | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X | X | <input type="checkbox"/> |
| Life skills classes and Linkage to vocational services | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X | X | <input type="checkbox"/> |
| 24/7 crisis response services | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X | X | <input type="checkbox"/> |
| Education for client and family regarding medications | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X | X | <input type="checkbox"/> |
| Transportation assistance | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X | X | <input type="checkbox"/> |
| Recreation and social activities | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X | X | <input type="checkbox"/> |
| Collaboration with faith-based providers | <input type="checkbox"/> | X | <input type="checkbox"/> | <input type="checkbox"/> | X | X | <input type="checkbox"/> |
| Personal Services Coordinators | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X | X | <input type="checkbox"/> |

ATTACHMENT A-4: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

County: El Dorado Program Work Plan Name: Project UPLIFT, page 1 of 2

Program Work Plan #: 4 Estimated Start Date: July 1, 2006

Description of Program:
Describe how this program will help advance the goals of the Mental Health Services Act

El Dorado County has chosen to focus on depression among older adults and the community issues of isolation and the inability to manage independence that result from unmet mental health needs. The goal is to reduce institutionalization or out of home placement.

MHSA funds will be used to: 1) promote program development in the area of outreach and engagement, systems development, and peer support and; 2) to initiate the formal establishment of an Older Adult System of Care in El Dorado County. Specifically, El Dorado County will adopt three best practice models that have had demonstrated success in other communities. Two programs will be administered by the El Dorado County Mental Health Department. First, the "Gatekeeper Program", which has been in successful operation in Spokane, Washington since 1978, will be used to provide outreach and service engagement for this hard-to-reach population. Similar to El Dorado County, this county has rural areas and this model has worked successfully in those settings. In this program, non-traditional referral sources (community members who, through their regular business activities come into contact with seniors) are trained to identify and refer at-risk individuals to the senior services system. This is a cost-effective, community organization approach which serves to empower and engage the broader community and has been well-received and extremely effective. Second, EDCMH will implement a mobile mental health team approach modeled after the award-winning "Genesis Program" which is a cooperative program in Los Angeles sponsored by the Mental Health Department and the Area Agency on Aging. The goal is to provide mobile and holistic mental health services to frail and isolated older adults in order to repair, enhance, and redefine their safety net thereby maintaining them in their homes and avoiding institutionalization. Finally, a Peer and Family Education and Support intervention will be funded by creating a Friendly Visitor Program coordinated by seniors and delivered to seniors in their homes, under the administration of the Area Agency on Aging (AAA).

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| | <p>The proposal for older adult services advances the goal of expanding mental health services to older adults who are un-served and at the risk of institutionalization. The use of community-based services and a personal services plan ensure that services are client and family-centered. The interagency triage process ensures community collaboration in the delivery of services. The goal of maintaining older adults and in their community roles derives from a wellness focus aimed at supporting clients' resilience. Cultural competence relative to age, gender, ethnicity, and spiritual and social frameworks will be critical to remove barriers to service utilization. Strategies to educate and engage family and the extended natural support system and community will also be critical to effectively maintain older adults in the community.</p> |
| <p>Priority Population: <i>Describe the situational characteristics of the priority population</i></p> | <p>Older adults (age 60+) who are at risk of being placed out of their personal home due, in part, to unmet mental health needs, with an emphasis on the diagnostic category of depression. This population may include Medi-Cal, Medicare, and uninsured individuals.</p> |

| Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply) | Fund Type | | | Age Group | | | |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----|
| | FSP | Sys Dev | OE | CY | TAY | A | OA |
| Outreach and Community Education | <input type="checkbox"/> | <input type="checkbox"/> | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| Friendly Visitor Peer Support Program | <input type="checkbox"/> | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| Multidisciplinary Triage | <input type="checkbox"/> | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| Integrated Assessment Teams | <input type="checkbox"/> | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| Integrated Service Teams | <input type="checkbox"/> | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| Joint Service Planning | <input type="checkbox"/> | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| Mental Health Services | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| Self-directed care plan | X | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| Onsite collaborative services with primary care and health care | <input type="checkbox"/> | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| Mobile services to client homes | <input type="checkbox"/> | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| Education for client and family regarding medications | <input type="checkbox"/> | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| Education for primary care providers and other health care providers | <input type="checkbox"/> | <input type="checkbox"/> | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| Education for human service and community agency providers | <input type="checkbox"/> | <input type="checkbox"/> | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |

ATTACHMENT A-5: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

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| County: El Dorado | Program Work Plan Name: Latino Engagement Initiative, 1 of 2 |
| Program Work Plan #: 5 | Estimated Start Date: July 1, 2006 |
| <p>Description of Program: <i>Describe how this program will help advance the goals of the Mental Health Services Act</i></p> | <p>The goal of the El Dorado County Latino Engagement Program is to collaborate with existing agencies in the areas of outreach, engagement and provision of support services while adding the availability of bilingual and bicultural mental health services for the Latino community. Funds will be contracted out by means of a competitive process to provide services in the Western Slope region and separately in the South Lake Tahoe region.</p> <p>The Western Slope program will apply the Promotora Model to hire a Latino community member to provide peer education, outreach and engagement services in the homes and local community centers. In addition, a portion of the funds will be used to contract for bilingual/bicultural mental health services.</p> <p>In South Lake Tahoe, the funds will be used to pay for bilingual/bicultural services and to use a peer counselor to co-lead a depression group for Latina women. Each of these strategies is intended to build on the strengths and self-determination of the Latino community, families and individuals.</p> <p>Use of the Promotora model and bilingual/bicultural community-based mental health services are consistent with the MHSA goal of cultural competence and client and family-driven services. This initiative also furthers the goals of community collaboration and service integration by means of establishing these services through community service providers. Finally, the wellness focus will be promoted as peers role model strengths and focus on community empowerment as a means to increase service access.</p> |
| <p>Priority Population: <i>Describe the situational characteristics of the priority population</i></p> | <p>Latino population of all ages who are isolated and at risk of having unmet mental health needs and thereby at risk of out of home placement and institutionalization at various levels.</p> |

