

AGREEMENT FOR SERVICES #7867
Mental Health Services Act Prevention and Early Intervention Agreement
Clubhouse El Dorado Project

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and National Alliance on Mental Illness (NAMI) El Dorado County Western Slope and South Lake Tahoe, a California nonprofit corporation, duly qualified to conduct business in the State of California, whose principal place of business is 360 Fair Lane Placerville, California 95667 and whose mailing address is Post Office Box 393 El Dorado, California 95623, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide services in accordance with California Proposition 63 (2004), otherwise known as the Mental Health Services Act (MHSA);

WHEREAS, this Agreement for Services #7867 is in accordance with the MHSA Three-Year Program and Expenditure Plan for Fiscal Years 2023/24 through 2025/26, adopted by the County Board of Supervisors on June 20, 2023 (File ID: 23-0933), or as updated thereafter;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I, Scope of Services; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

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 such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

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

ARTICLE I

Scope of Services: Contractor is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Contractor agrees to furnish, at Contractor's own cost and expense, all personnel, supplies, equipment, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Contractor shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Contractor is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly.

For reports identified in Exhibit A, if a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in the Article titled "Default, Termination, and Cancellation," herein.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period upon execution through June 30, 2026.

The parties shall have the option to extend the term for an additional one (1) year term after the initial expiration date through June 30, 2027, with the same terms/conditions contemplated in ARTICLE I, Scope of Services, or as amended.

The option to renew shall be subject to Contract Administrator approval, based upon the Contractor meeting the minimum requirements of this Agreement during the previous term, and budget availability. Upon approval by the Contract Administrator, Contractor will be notified of the extension in writing, in accordance with the Article titled "Notice to Parties."

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of invoices identifying the services rendered.

Mileage and travel (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) will be reimbursed for services performed by Contractor or any authorized subcontractor. Reimbursement for mileage, travel, and/or per diem expenses for Contractor and subcontractors, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage and/or travel expenses are incurred. There shall be no markups allowed on mileage rates and/or travel expenses for Contractor or for any subcontractor. Any reimbursements for mileage and/or travel expenses will only be made if such expenses are approved in writing by County’s Contract Administrator.

- A. **Rates:** For the purposes of this Agreement, the billing rate shall be as defined in Exhibit B, marked “Rates,” attached hereto and incorporated by reference herein.
- B. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with Exhibit C, marked “HSA Invoice Template” attached hereto and incorporated by reference herein. Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor’s charges for the specific services billed on those invoices.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p>BHinvoice@edcgov.us Please include in the subject line: “Contract #, Service Month, Description / Program</p>	<p>County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

or to such other location as County directs.

Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services, previously disallowed services, or inadvertently not submitted services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered. Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by County after July 31st of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31st of the subsequent year, must be submitted in writing, and must be approved by the Health and Human Services Agency’s Chief Fiscal Officer.

Upon request from County’s Contract Administrator, Contractor shall submit audited financial reports specific to this Agreement within forty-five (45) days of County request. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.

- C. **MHSA Funding:** Contractor acknowledges that this Agreement meets the requirements for the distribution of Mental Health Act Services (MHSA) funding in a Performance Contract, as

required in Chapter 2 of the Welfare & Institutions Code beginning with Section 5650 and Contractor agrees to comply with the provisions in Section 5650 through 5667.

- D. **Disallowed Costs:** The Contractor shall use funds provided under this Agreement only for the purposes specified in this Agreement and in the MHSA Plan, or as updated thereafter, available at https://www.edc.gov.us/Government/MentalHealth/mhsa/Pages/mhsa_plans.aspx.

In the event that Contractor fails to deliver, in the format specified, the deliverables and financial reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or financial reports are received, or proceed as set forth below in the article titled “Default, Termination, and Cancellation,” herein.

ARTICLE IV

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$900,000. In the event that the term of this Agreement is extended in accordance with ARTICLE II, Term, the maximum obligation shall be \$1,200,000.

Description	Term	Amount
Clubhouse El Dorado Project	Upon Execution - 06/30/24	\$300,000
Clubhouse El Dorado Project	07/01/24 - 06/30/25	\$300,000
Clubhouse El Dorado Project	07/01/25 - 06/30/26	\$300,000
Clubhouse El Dorado Project	07/01/26 - 06/30/27	\$300,000
Maximum Obligation:		\$1,200,000

The above table represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, and subject to County budget and written Contract Administrator approval, County may reallocate the funding listed herein among service types and fiscal years, based on funding availability.

At no time shall the total Maximum Obligation, including extensions, exceed \$1,200,000 unless otherwise amended.

ARTICLE V

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further Agreement will be necessary to transfer ownership to County. Copies may be made for Contractor’s records, but shall not be furnished to others without prior written authorization from County’s Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Contractor shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE VI

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.
- D. Contractor shall comply with Exhibit D, marked "Vendor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit D upon request by County.

ARTICLE VII

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

ARTICLE VIII

Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide Contractor advance written

notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

ARTICLE IX

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 X

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 understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE XI

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Contract Administrator for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XII

Health Insurance Portability and Accountability Act (HIPAA) Compliance: As a condition of Contractor performing services for County, Contractor shall execute that Business Associate Agreement which is attached hereto as Exhibit E, marked "HIPAA Business Associate Agreement," attached hereto and incorporated by reference herein.

ARTICLE XIII

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 Contractor receives written consent to subcontract services under this Agreement, Contractor is required to ensure subcontractor remains in compliance with the terms and conditions

of this Agreement. In addition, Contractor is required to monitor subcontractor's compliance with said terms and conditions and provide written evidence of monitoring to County upon request.

In addition, the Contractor certifies that:

- A. Any work or services specified in this Agreement which will be performed by other than the Contractor shall be evidenced by a written Agreement specifying the terms and conditions of such performance.
- B. The Contractor shall maintain and adhere to an appropriate system, consistent with federal, State, and local law, for the award and monitoring of contracts that contain acceptable standards for insuring accountability.
- C. The system for awarding contracts will contain safeguards to ensure that the Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds.
- D. Subcontractors shall comply with the Confidentiality requirements set forth in the "Performance Agreement" between County and California Department of Health Care Services, or as may be amended or replaced, and incorporated by reference herein. The Performance Agreement and the MHSA Plan are available at: https://www.edcgov.us/Government/MentalHealth/mhsa/Pages/mhsa_plans.aspx.

ARTICLE XIV

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. 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 the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and Contractor shall not make any agreements or representations on the County's behalf.

ARTICLE XV

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

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

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

ARTICLE XVI

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

ARTICLE XVII

Default, Termination, and Cancellation:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.

2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. 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 in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
2. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
3. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
4. A violation of the Article titled "Conflict of Interest."

B. Termination for Cause: Upon the County or State's knowledge of a material breach of this Agreement by the Contractor, the County or State shall:

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 or State; or
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 cure nor termination is feasible, the State Information Security Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

C. Judicial or Administrative Proceedings: The County or State may terminate this Agreement, effective immediately, if (i) the Contractor is found liable in a civil matter or guilty in a criminal matter 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.

- D. Effect of Termination: Upon termination or expiration of this Agreement for any reason, the Contractor shall return or destroy all Individually Identified Health Information (IIHI) received from the State that the Contractor still maintains in any form, and shall retain no copies of such IIHI 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 IIHI to those purposes that make the return or destruction of such IIHI infeasible. This provision shall apply to IIHI that is in the possession of subcontractors or agents of the Contractor.
- E. Termination Process: The County may terminate this Agreement in whole or in part when it has determined that the Contractor has substantially violated a specific provision of the MHSA regulations or implementing State legislation. The County shall provide a termination notice in writing to the Contractor.
1. Upon Contractor's receipt of notice of termination from the County, and except as otherwise directed in the notice, Contractor shall:
 - a. Stop work on the date specified in the notice;
 - b. Place no further orders nor enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the Agreement up to the effective date of termination;
 - c. Terminate all orders and subcontracts;
 - d. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts;
 - e. Deliver or make available to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.

In the event of termination, an equitable adjustment in the funds provided by 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.

In the event an adjustment is made as specified above, the Contractor shall promptly return to the County all unexpended distributions advanced pursuant to this Agreement.

Notices to the Contractor shall be addressed in accordance with the Article titled "Notice to Parties."

- F. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

- G. 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.
- H. 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.

In the event any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected hereby.

ARTICLE XVIII

Transfer of Records: In the event that Contractor ceases operation, all files that are subject to audit shall be transferred to the County for proper storage of physical records and electronic data. Contractor shall notify County of impending closure as soon as such closure has been determined, and provide County with a complete list of records in its possession pertaining to County clients and operational costs under this Agreement. County shall promptly advise Contractor which records are to be transferred to the custody of County. Records not transferred to custody of County shall be properly destroyed by Contractor, and Contractor shall provide documentation of proper destruction of all such records to County.

ARTICLE XIX

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

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
hhsa-contracts@edcgov.us

or to such other location as the County directs.

with a copy to:

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

Notices to Contractor shall be addressed as follows:

NATIONAL ALLIANCE ON MENTAL ILLNESS EL DORADO COUNTY
WESTERN SLOPE AND SOUTH LAKE TAHOE
PO Box 393 El Dorado, CA 95623
ATTN: Chief Executive Officer or successor

or to such other location as the Contractor directs.

ARTICLE XX

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

ARTICLE XXI

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts 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.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XXII

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

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three year period preceding this 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 or destruction 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 the above Paragraph B;
- D. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default;
- E. Shall not knowingly enter into any lower tier or sub recipient covered transaction with any person(s) who are proposed for debarment under federal regulations or are 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 or sub recipient covered transactions.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549. If the Contractor knowingly violates this certification, in addition to other remedies available to the federal and state Governments, County may immediately terminate this Agreement for cause or default.

ARTICLE XXIII

Federal Equal Opportunity Requirements: Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age, or status as a disabled veteran or veteran of the Vietnam era. Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age, or status as a disabled veteran of the Vietnam era. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and career development opportunities and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government Federal Rehabilitation Act of 1972 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without

discrimination based on their race, color, religion, sex, national origin, physical or mental handicap, disability, age, or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical or mental handicap, disability, age, or status as a disabled veteran of the Vietnam era.

Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Federal Government or State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR Part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' as supplemented by regulation at 41 CFR Part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1972, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of Contractor's noncompliance with the requirements herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and State contracts in accordance with the procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR Part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety, and health and sanitation regulations. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, the Contract

Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

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, must comply with the provisions contained in this Agreement.

ARTICLE XXIV

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XXV

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXVI

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXVII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et

seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled "Default, Termination and Cancellation."

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit F, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

ARTICLE XXVIII

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

ARTICLE XXIX

County Payee Data Record Form: All independent Contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXX

County Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated

territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXXI

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

ARTICLE XXXII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Meredith Zanardi, Senior Administrative Analyst and MHSA Coordinator, El Dorado County Health and Human Services Agency, Behavioral Health Division, or successor.

ARTICLE VII

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 XXXIII

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXIV

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 XXXV

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

ARTICLE XXXVI

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

ARTICLE XXXVII

Additional Terms and Conditions: As a result of SB 389 (2019), MHSA was amended to authorize counties to use MHSA funding to provide services to persons who are participating in pre-sentencing or post-sentencing diversion programs, or who are on parole, probation, post-release community supervision, or mandatory supervision, effective January 1, 2020.

A. By signing this Agreement, Contractor acknowledges that, as a sub-recipient of MHSA funding, Contractor is obligated to adhere to all terms and conditions in effect at the time services are provided, as defined in the "Performance Agreement" between County and California Department of Health Care Services, or as may be amended or replaced, and incorporated by reference herein. Additionally, services shall be in compliance with the Mental Health Services Act Plan, or as updated thereafter. The Performance Agreement and the MHSA Plan are available at: https://www.edcgov.us/Government/MentalHealth/mhsa/Pages/mhsa_plans.aspx.

B. **Fingerprinting:** If required by State law or County ordinance, pursuant to California Penal Code Section 11105.3(a), "Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of Section 15660 of the Welfare and Institutions Code of a person who applies for a license, employment, or volunteer position, in which they would have supervisory or disciplinary power over a minor or any person under their care." Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement. Contractor further warrants that said employees, subcontractors, assignees, volunteers and other persons have been cleared by Contractor to perform the services described in this Agreement. All fingerprinting services shall be at Contractor's sole expense. More specifically, Contractor agrees that:

1. Each applicant for paid or volunteer employment by Contractor who shall or may have a supervisory or disciplinary power over a minor or any person under his or her care shall be fingerprinted in order to determine whether they have a criminal history, which would compromise the safety of such minor, or person(s) under his or her care. All fingerprinting shall be at Contractor's sole expense.
2. The fingerprinting process as set forth above shall be completed and the results of the process shall be obtained before any of the Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work with any minor or person referred to Contractor by County. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or

misdemeanor or been on parole or probation and (2) that the applicant understands that a background check shall be conducted and that he or she shall be immediately dismissed from employment if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.

C. Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been fingerprinted, shall provide the date of said fingerprinting, and shall state whether the process has disclosed any criminal history of the individual, which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice by Contractor shall be retained or disposed of pursuant to current Department of Justice directives.

D. **Background Checks:** A background screening of all employees who may access Personal Health Information (PHI) or Personally Identifiable Information (PII) must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with a more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each employee's background check documentation for a period of three (3) years.

E. **Monitoring for Compliance:** County shall monitor the Contractor's operations for compliance with the provisions of this Agreement as well as applicable federal and State laws and regulations. When monitoring activities identify areas of non-compliance, County shall issue reports to the Contractor detailing findings, recommendations, and corrective action. Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to California Code of Regulations, Title 9, Sections 1810.380 and 1810.385.

Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from County's Health and Human Services Agency.

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

From time to time, the County or State may inspect the facilities, systems, books, and records of the Contractor to monitor compliance with this Agreement. The Contractor shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the County or State in writing. The fact that the County or State inspects, or fails to inspect, or

has the right to inspect, the Contractor's facilities, systems and procedures does not relieve the Contractor of its responsibilities to comply with this Agreement. The County or State's failure to detect or detection, but failure to notify the Contractor or require the Contractor's remediation of any unsatisfactory practice, does not constitute acceptance of such practices or a waiver of the State's enforcement rights under this Agreement.

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

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

- G. Review, Inspection and Record Retention:** Contractor agrees to make all of its books and records pertaining to the goods and services furnished under the terms of the contract available for inspection, examination, or copying by authorized County, State or federal agencies, or their duly authorized representatives, at all reasonable times at Contractor's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping. Upon expiration or termination of this Agreement all client records shall be kept for a minimum of seven (7) years from the date of discharge and in the case of minors, for at least one (1) year after the minor client's eighteenth (18th) birthday, but in no case less than seven (7) years from the date of discharge. Service and financial records shall be retained by Contractor, for a term of at least five (5) years from the close of the County's fiscal year in which the contract was in effect, or any longer period as may be required by federal or State law including, but not limited to any record retention laws pertaining to minors, psychiatric health facilities, psychology clinics, psychologists and/or other licensed professionals. If at the end of the applicable retention period, there is litigation or an audit or other investigation involving those books or records, Contractor shall retain the books or records until the resolution of such litigation, audit, or investigation.

The County or their designee shall have access to and right to examine, monitor, and audit all records, documents, conditions, and activities related to programs funded by this Agreement. For purposes of this section "access to" means that the Contractor shall at all times maintain a complete set of records and documents related to programs funded by this Agreement and shall make these records available to the State or County, or their respective designee in a central location.

- H. Release of Information:** Contractor shall ensure that County Health and Human Services Agency is included as a receiving party on all Release of Information forms used in the performance of services under this Agreement.
- I. Standards of Conduct:** The following standards apply to Contractor and, in the event County agrees in writing to Contractor subcontracting services under this Agreement, pursuant to the Article titled "Assignment and Delegation," Contractor shall ensure the following standards are included in any subcontract hereto:

1. Every reasonable course of action shall be taken to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from efforts to gain person, financial or political gain.
2. Any executive or employee of the Contractor shall not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole or part by the County or the State. Supplies, materials, equipment, or services purchased with Agreement funds shall be used solely for purposes allowed under this Agreement. No member of the Contractor's Board will cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.
3. The County, by written notice to the Contractor, may terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the County or State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County or State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such Agreement, provided that the existence of the fact upon which the County or State makes such findings that shall be an issue may be reviewed in any competent court.
4. In the event this Agreement is terminated as provided in the paragraph above, the County or State shall be entitled:
 - a. To pursue the same remedies against the Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and
 - b. As a predetermined amount of liquidated damages in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three (3) times the cost incurred by the County or State in providing any such gratuities to any such officer or employee.
5. The rights and remedies of the Contractor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon a contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the Contractor, for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this Agreement without liability, paying only for the values of the work actually returned or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
6. Contractor, and any subcontractors and/or consultants retained by the Contractor with funds provided under this Agreement must comply with the provisions of California Government Code Section 19990, et seq.

J. Mandated Reporter Requirements: California law requires that certain persons are mandated to report suspected child abuse, suspected dependent adult abuse, and suspected domestic violence. Contractor acknowledges and agrees to comply with the following State-required mandated reporter regulations as they apply to the services being rendered by Contractor: California Penal Code Sections 11160-11163, which covers suspected domestic

violence; California Penal Code, Article 2.5 (commencing with Section 11164) of Chapter 2 of Title I of Part 4, also known as the Child Abuse and Neglect Reporting Act; and Welfare and Institutions Code Section 15630, which covers suspected dependent adult abuse.

Failure to comply with these reporting requirements may lead to a fine of up to \$1,000 and/or up to six months in jail. A person who makes a report in accordance with these mandates shall not incur civil or criminal liability as a result of any report required or authorized by the above regulations.

ARTICLE XXXVIII

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

ARTICLE XXXIX

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

Requesting Contract Administrator Concurrence:

By: *Meredith R. Zanardi* Dated: 12/11/2023
Meredith Zanardi
Senior Administrative Analyst and MHSA Coordinator
Health and Human Services Agency
Behavioral Health Division

Requesting Department Head Concurrence:

By: *Olivia Byron-Cooper* Dated: 12/11/2023
Olivia Byron-Cooper (Dec 11, 2023 15:51 PST)
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

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

-- COUNTY OF EL DORADO --

Dated: 1/9/24

By: Wendy Thomas
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Theresa Schaufuly
Deputy Clerk

Dated: 1/9/24

-- NATIONAL ALLIANCE ON MENTAL ILLNESS EL DORADO
COUNTY WESTERN SLOPE AND SOUTH LAKE TAHOE --

By: Diane Rabinowitz
Diane Rabinowitz (Dec 12, 2023 14:39 PST)
Diane Rabinowitz
Chief Executive Officer
"Contractor"

Dated: 12/12/2023

By: Robert A Landry
Robert A Landry (Dec 13, 2023 21:20 PST)
Robert Landry
Chief Financial Officer
"Contractor"

Dated: 12/13/2023

**National Alliance On Mental Illness El Dorado County
Western Slope And South Lake Tahoe
Exhibit A
Scope of Work**

El Dorado County's Mental Health Services Act (MHSA) Fiscal Year (FY) 2023/24 through FY 2025/26 Program and Expenditure Plan and subsequent MHSA Annual Updates address specific goals for priority populations. The services provided under MHSA are consumer and family driven, recovery-oriented, accessible, culturally competent, and they offer integrated service experiences for consumers and their families.

Contractor agrees to furnish personnel and services in support of the Health and Human Services (HHS) Behavioral Health Division (BHD) Clubhouse El Dorado Project, funded through the Prevention and Early Intervention Component.

Prevention and Early Intervention (PEI) services are designed to be of short-term duration, usually six (6) months or less, and are intended to prevent serious mental illness/emotional disturbance by promoting mental health, reducing mental health risk factors, and by intervening to address mental health problems in the early stages of the illness. Some individuals may require services for a longer defined period of time. Individuals in need of indefinite mental health services or direct mental health services in excess of one year, adults with a severe mental illness as defined by Welfare and Institutions Code Section 5600.3(b), and children with severe emotional disturbance as defined by Welfare and Institutions Code 5600.3(a), must be referred by Contractor to HHS BHD for an assessment.

Contractor must adhere to and demonstrate compliance with the PEI requirements. Said requirements include:

- Outreach to families, employers, primary care healthcare providers, and others to recognize the early signs of potentially severe and disabling mental illnesses.
- Access and linkage to medically necessary care provided by mental health programs for children with severe mental illness, as defined in WIC Section 5600.3(b), as early in the onset of these conditions as practicable.
- Reduction in stigma associated with either being diagnosed with a mental illness or seeking mental health services.
- Reduction in discrimination against people with mental illness.

Further, Contractor will comply with the amended PEI regulations effective July 1, 2018, or as may be replaced or amended hereafter. Said regulations are available at www.edcgov.us, Health and Human Services, Contractor Resources, incorporated by reference as if incorporated herein (<http://www.edcgov.us/HHSForContractors/>).

Contractor also shall adhere to and demonstrate compliance, as applicable, to the MHSA General Standards, as outlined in Title 9, Division 1, Chapter 14, Article 2, "Definitions"
Those regulations are available at <https://govt.westlaw.com/calregs/>

Clubhouse El Dorado provides a restorative environment for individuals (called members) whose lives have been severely disrupted because of their mental illness and co-occurring disorders, and

who would benefit from the support of others who are in recovery. Clubhouse El Dorado provides a safe, structured, welcoming place for members to build on one's strengths, maintain recovery and prevent relapse. Members work as colleagues with peers and a small staff through work and work-mediated relationships. Members learn and/or regain vocational, social skills, and independence while doing everything involved in running the Clubhouse as part of the "work-ordered day". Services include self-help/peer support groups, social/recreational activities, educational supports, and linkages to community resources and employment opportunities, building partnerships with local businesses. Members seeking employment and/or school enrollment will receive vocational supports.

Clubhouse El Dorado follows the Clubhouse International model and standards. Members have equal access to all Clubhouse programs and may choose their level of participation with no differentiation based on diagnosis or level of function. Clubhouses are built upon the belief that every member has the potential to sufficiently recover from the effects of mental illness to lead a personally satisfying life as an integrated member of society. Clubhouses are communities of people who are dedicated to one another's success, no matter how long it takes or how difficult it is.

The short-term goals for this program are to engage community members with a history of mental illness, provide respite and support for primary caregivers of members, and reduce isolation. The long-term goals for this program are improving overall well-being decrease the number of members who experience relapse, decreasing hospitalizations, incarcerations, homelessness, recidivism, increasing pursuit of education, increase/maintain independent living.

A. Services: Contractor agrees to furnish services in support of the HHSA/BHD Clubhouse El Dorado funded through the County's MHSA PEI Plan. The service categories under this Agreement are:

1. Start-up – Contractor may engage in preliminary efforts prior to the full array of services being available to members. These activities may include advertising and outreach for member enrollment, solicitation of partner employers for the benefit of member employment support programming, and securing a facility in which Clubhouse El Dorado will operate.
 - a. Member Enrollment – Three (3) months and six (6) months after contract execution, contractor shall submit a report to BHD to include average number of registered members as well as average daily attendance of those members. By the six (6) month report, contractor must provide a roster of no less than 50 registered members and an average daily attendance of no less than 10 members in order for billable services to continue.
 - b. Partner Employers – Six (6) months after contract execution, contractor shall submit a report to BHD to include signed attestation by partner employers of their willing participation in the employment support programming provided by Clubhouse El Dorado.
 - c. Facility – Within three (3) months of contract execution, contractor shall identify and secure a facility within El Dorado County that meets the requirements of all needs expressed herein.
 - d. Organizational Structure – In collaboration with members, define Policies and

Procedures as well as define key aspects of Clubhouse culture.

2. Standards – Contractor shall maintain compliance with Exhibit G marked, "Clubhouse International Standards," incorporated herein and made by reference a part hereof.
 - a. Contractor shall become a Clubhouse International Certified vendor within 24 months of contract execution.
 3. Programs -
 - a. Clubhouse Orientation
 - b. Self-help/peer support groups
 - c. Social/recreational activities
 - d. Educational support
 - e. Employment support
 - f. Outreach and Linkage to services
 - g. Clubhouse operations administered by members and overseen by staff
 4. Outreach and Engagement: Contractor shall present regularly to community members to engage clubhouse members as well as solicit employers to work with the clubhouse for member employment support.
- B. Personnel, Supplies, and Equipment: Contractor shall provide staff trained in the service models provided. Contractor shall furnish all supplies and equipment required to provide services.

Contractor will attest that those employees performing services under this Agreement have met the credential requirements, if needed, and are qualified to perform the duties and functions required to fulfill the contract obligations. Contractor further attests that they have verified that those employees performing services under this Agreement are not on any State and/or federal exclusion lists. For future hired staff, interns, and volunteers performing services under this Agreement, Contractor shall provide such verification with the quarterly reports. Contractor shall keep records of all employee licenses/credentials for a minimum of five (5) years.

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

- C. Referrals and linkage to services: Contractor shall make referrals for non-mental health services to meet the needs of the client. Contractor shall provide a written referral for services. Contractor shall follow-up with the client to verify services were pursued, identify any barriers to service that arrived, and help identify options to address service barriers. Contractor may make new referrals as may be needed to address further service needs or barriers to service.
- G. Service Locations: Services shall be provided by Contractor at the facility secured for Clubhouse El Dorado services and/or satellite office location(s). Contractor is encouraged to provide services in local communities throughout the eastern slope of El Dorado County to the extent possible, at sites including but not limited to client's home, other venues convenient for clients, community events, educational settings, and/or faith-based organizations.
- D. Meetings: Contractor will participate in community strengthening coalition meetings (comprised of County agencies and providers, such as hospitals and health care providers,

HHSA Behavioral Health Division, HHSA Public Health Division, and other community-based providers of mental health services and education services). Contractor also shall participate in quarterly Cultural Competence Committee meetings scheduled by HHSA BHD, and periodic service collaboration meetings as requested by HHSA BHD. These meetings are for the purposes of collaboration, service integration, quality improvement, and to review the Contractor's activities under this Agreement. HHSA BHD or Contractor may request additional meetings.

- E. Reporting: Contractor shall collect and provide data as required, including the information identified in the PEI regulations to the extent it is available, and in a format approved by the HHSA BHD to document the services provided and demonstrate the outcomes of the MHSA Project. Contractor must maintain the ability to, and utilize, transmission of data electronically and securely via high-speed internet. Further, County will notify Contractor in writing of any reporting requirement or reporting component changes during the term of the Agreement. Contractor will provide the requested reports within thirty (30) days of notification of any additional reporting.

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

1. Monthly Invoice: Within thirty (30) days after the end of each month, Contractor shall submit to HHSA BHD documentation of services provided with the monthly invoice.
2. Quarterly Report: The quarters shall be defined as January through March, April through June, July through September, and October through December.
 - i. Within thirty (30) days after the end of each quarter, Contractor shall submit to HHSA BHD the completed demographics report included in this exhibit titled, "MHSA PEI Demographics." This report documents quarterly unduplicated totals of the number of clients served, client demographics, services performed, and service locations.
 - ii. Within thirty (30) days after the end of each quarter, Contractor shall also submit to HHSA BHD copies of completed Client Satisfaction Surveys.
 - iii. Contractor will also submit a quarterly report of total members registered and average daily attendance in addition to the PEI Demographics Report.
3. Annual Reporting:
 - i. Outcome Measures: Within thirty (30) days of the end of each fiscal year, defined as ending June 30 of each calendar year, Contractor shall report on the outcome measures outlined in this exhibit utilizing the report template titled "MHSA Year-End Progress Report." Contractor shall provide ongoing monitoring and evaluation of the program services. Contractor bears sole responsibility for obtaining the authorization for and cost of use of all survey, assessment, and evaluation tools.
 - ii. Fiscal Year End Report: Within thirty (30) days of the end of each fiscal year, defined as ending June 30 of each calendar year, during the term of this Agreement and within thirty (30) days of the termination of this Agreement, Contractor shall submit to HHSA BHD unduplicated totals of the number of clients served, client demographics, services performed, and service locations for the term of this Agreement. This fiscal year-end report shall include, at minimum, the information identified in the exhibit, titled "Annual MHSA Year-End Progress Report," attached hereto and incorporated herein.

Contractor will be notified in writing of any additional reporting requirements identified to meet County, State and Federal reporting needs.

Reports containing protected health information (PHI) or personally identifying information (PII) shall be sent via secure email, or as otherwise directed by County, to the Contract Administrator. Reports containing no PHI or PII shall be sent via email, or as otherwise directed by County, to:

<i>Reports shall be emailed to:</i>
<u>MHSA@edcgov.us</u>

The above written reports are a required deliverable of this Agreement and Contractor's failure to provide them to County within the specified time limits described above shall be considered a breach of this Agreement. County shall not be obligated to pay for the services provided to the County until the requested written reports have been submitted. At its sole option, County may delay payment until such time as the reports are received, in addition, County may proceed as set forth herein the Agreement in the Article titled, "Default, Termination, and Cancellation."

Quarterly MHSA PEI Demographics Report

DATE: _____	REPORTING PERIOD (CHECK): <input type="checkbox"/> Qtr 1: (July - Sept) <input type="checkbox"/> Qtr 2: (Oct - Dec) <input type="checkbox"/> Qtr 3: (Jan - March) <input type="checkbox"/> Qtr 4: (April - June)
PROGRAM NAME: _____	FISCAL YEAR: _____
Total Number of Individuals Served: _____	

For programs serving children or youth under 18 years of age, the demographic information required for this section shall be collected and reported only to the extent permissible by California Education Code, Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), California Information Practices Act, and other applicable state and federal privacy laws. Information that cannot be obtained directly from the minor may be obtained from the minor's parent, legal guardian, or other authorized source.

DEMOGRAPHIC DATA	TOTALS
<u>GENDER - Assigned sex at birth</u>	
Male	
Female	
Declined to Answer	
<u>GENDER - Current gender identity:</u> *Collection of this information from a minor younger than 12 years of age is not required.	
Male	
Female	
Transgender	
Genderqueer	
Questioning or unsure of gender identity	
Another gender identity	
Declined to answer	
<u>AGE GROUP</u>	
Children/Youth (ages 0-15)	
Transitional Age Youth (TAY) (ages 16-25)	
Adult (ages 26-59)	
Older Adult (ages 60+)	
Declined to answer	

<u>ETHNICITY - Hispanic or Latino</u>	
Caribbean	
Central American	
Mexican/Mexican-American/Chicano	
South American	
Puerto Rican	
Other	
Declined to answer	

<u>ETHNICITY - Non-Hispanic or Non-Latino</u>	
African	
Asian Indian/South Asia	
Cambodian	
Chinese	
Eastern European	
European	
Filipino	
Japanese	
Korean	
Middle Eastern	
Vietnamese	
Other	
More than one ethnicity	
Declined to answer	

<u>RACE</u>	
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or other Pacific Islander	
White	
Other	
More than one race	
Declined to answer	

<u>SEXUAL ORIENTATION</u>	
<i>*Collection of this information from a minor younger than 12 years of age is not required.</i>	
Gay or Lesbian	
Heterosexual or Straight	
Bisexual	
Questioning or unsure of sexual orientation	
Queer	
Another sexual orientation	
Decline to answer	

DEMOGRAPHIC DATA	TOTALS
<u>VETERAN STATUS</u>	
<i>*Collection of this information from a minor younger than 12 years of age is not required.</i>	
Yes	
No	
<u>DISABILITY</u>	
Difficulty seeing	
Difficulty hearing or having speech understood	
Mental (i.e. learning disability, developmental disability, dementia)	
Physical/Mobility domain	
Chronic health condition	
Other	
Declined to answer	
None	
<u>PRIMARY THRESHOLD LANGUAGE</u>	
Arabic	
Armenian	
Cambodian	
Cantonese	
English	
Farsi	
Hmong	
Korean	
Mandarin	
Other Chinese	
Russian	
Spanish	
Tagalog	
Vietnamese	
Declined to answer	

DEMOGRAPHIC DATA	TOTALS
<u>CITY/TOWN OF RESIDENCE</u>	
North County	
Coloma	
Cool	
Garden Valley	
Georgetown	
Greenwood	
Lotus	
Kelsey	
Pilot Hill	
Other	
Mid County	
Camino	
Cedar Grove	
Echo Lake	
Kyburz	
Pacific House	
Pollock Pines	

DEMOGRAPHIC DATA	TOTALS
<u>CITY/TOWN OF RESIDENCE (Cont'd)</u>	
Mid County Cont'd	
Riverton	
Other	
South County	
Fair Play	
Grizzly Flats	
Mt. Aukum	
Somerset	
Other	
West County	
Cameron Park	
El Dorado Hills	
Shingle Springs	
Rescue	
Other	
Placerville Area	

DEMOGRAPHIC DATA	TOTALS
Diamond Springs	
El Dorado	
Pleasant Valley	
Placerville	
Other	
Tahoe Basin	
Meyers	
South Lake Tahoe	
Tahoma	
<u>ECONOMIC STATUS</u>	
Extremely low income	
Very low income	
Low income	
Moderate income	
High income	
<u>HEALTH INSURANCE STATUS</u>	
Private insurance	
Medi-Cal	
Medicare	
Uninsured	

MHSA Year-End Progress Report

Clubhouse El Dorado Project

Project Goals

- Engage community members with a history of mental illness .
- Increase the number of members employed outside of the clubhouse.
- Decrease the number of members who experience relapse.
- Decreasing hospitalizations, incarcerations, homelessness, recidivism
- Increasing pursuit of education
- Improving overall well-being
- Provide respite and support for primary caregivers of members
- Increase/maintain independent living
- Reducing isolation

Numbers Served and Cost

Expenditures	FY 2023-24	FY 2024-25	FY 2025-26
MHSA Budget			
Total Expenditures			
Unduplicated Individuals Served			
Cost per Participant			
Indirect Service Costs			
Age Group	FY 2023-24	FY 2024-25	FY 2025-26
0-15 (children/youth)			
16-25 (transitional age youth)			
26-59 (adult)			
Ages 60+ (older adults)			
Unknown or declined to state			
Race	FY 2023-24	FY 2024-25	FY 2025-26
American Indian or Alaska Native			
Asian			
Black or African American			
Native Hawaiian or Other Pacific Islander			
White			
Other			
Multiracial			
Unknown or declined to state			

Ethnicity by Category	FY 2023-24	FY 2024-25	FY 2025-26
Hispanic or Latino			
Caribbean			
Central American			
Mexican/Mexican-American/Chicano			
Puerto Rican			
Hispanic or Latino			
Other			
Unknown or declined to state			
Non-Hispanic or Non-Latino			
African			
Asian Indian/South Asian			
Cambodian			
Chinese			
Eastern European			
Filipino			
Japanese			
Non-Hispanic or Non-Latino (continued)			
Korean			
Middle Eastern			
Vietnamese			
Other			
Multi-ethnic			
Unknown or declined to state			
Primary Language	FY 2023-24	FY 2024-25	FY 2025-26
Arabic			
Armenian			
Cambodian			
Cantonese			
English			
Farsi			
Hmong			
Korean			
Mandarin			
Other Chinese			
Russian			
Spanish			
Tagalog			

Vietnamese			
Unknown or declined to state			
Sexual Orientation <i>*Collection of this information from a minor younger than 12 years of age is not required.</i>	FY 2023-24	FY 2024-25	FY 2025-26
Gay or Lesbian			
Heterosexual or Straight			
Bisexual			
Questioning or unsure of sexual orientation			
Queer			
Another sexual orientation			
Declined to State			
Gender <i>*Collection of this information from a minor younger than 12 years of age is not required.</i>	FY 2023-24	FY 2024-25	FY 2025-26
Assigned sex at birth:			
Male			
Female			
Declined to answer			
Current gender identity:			
Male			
Female			
Transgender			
Genderqueer			
Questioning / unsure of gender identity			
Another gender identity			
Declined to answer			
Disability	FY 2023-24	FY 2024-25	FY 2025-26
Difficulty seeing			
Difficulty hearing or having speech understood			
Mental disability including but not limited to learning disability, developmental disability, dementia			
Physical/mobility			
Chronic health condition/chronic pain			
Other (specify)			
Declined to state			

Veteran Status <i>*Collection of this information from a minor younger than 12 years of age is not required.</i>	FY 2023-24	FY 2024-25	FY 2025-26
Yes			
No			
Unknown or declined to state			
Region of Residence	FY 2023-24	FY 2024-25	FY 2025-26
West County			
Placerville Area			
North County			
Mid County			
South County			
Tahoe Basin			
Unknown or declined to state			
Economic Status	FY 2023-24	FY 2024-25	FY 2025-26
Extremely low income			
Very low income			
Low income			
Moderate income			
High income			
Health Insurance Status	FY 2023-24	FY 2024-25	FY 2025-26
Private			
Medi-Cal			
Medicare			
Uninsured			

MHSA Year-End Progress Report

National Alliance on Mental Illness El Dorado County Western Slope and South Lake Tahoe

Annual Report FY _____

Please provide the following information for this reporting period:

1. Briefly report on how implementation of the Clubhouse El Dorado Project is progressing and any major accomplishments and challenges.
2. Briefly report on how the Clubhouse El Dorado Project has improved the overall mental health of the children, families, and communities by addressing the primary negative outcomes that are the focus of the Clubhouse El Dorado Project (suicide, prolonged suffering, school failure or dropout, incarceration, unemployment, homelessness, and removal of children from their homes).
3. Provide a brief narrative description of progress in providing services through the Clubhouse El Dorado Project to unserved and underserved populations.
4. Provide a brief description of activities performed related to local and county-wide collaboration, outreach, access/linkages to medically necessary care, stigma reduction and discrimination reduction.
5. Provide the outcomes measures of the services provided and of customer satisfaction surveys. Outcome measures for the Clubhouse El Dorado Project are:
 - Measurement 1 – Number of members engaged in The Clubhouse.
 - Measurement 2 – Number of members who maintain recovery.
 - Measurement 3 – Number of members who gain employment outside of the clubhouse.
 - Measurement 4 – Number of members who maintain stable housing.
 - Measurement 5 – Number of members who report improved overall well-being.
 - Measurement 6 – Number of family members who report improved well-being.
6. Provide total project expenditures and the type and dollar amount of leveraged resources and/or in-kind contributions.
7. Provide any additional relevant information.

**National Alliance on Mental Illness El Dorado County Western Slope and South Lake
Tahoe
Exhibit B
Rates**

- A. **Rates:** For the purposes of this Agreement, the hourly rate paid to the Contractor shall be all-inclusive (i.e., compensation, benefits, communication, fees, insurance, general printing and general duplication, general postage, administrative overhead). Indirect/Overhead supportive functions include but not limited to contract processing, payroll processing, invoice processing, paid holidays, executive administration time, infrastructure costs including rent/mortgage and utilities and all other costs related to business operations and are not reimbursable except as otherwise specifically noted under the paragraph titled, "Reimbursable Expenses."

Hours billed must be for direct program services (i.e. program implementation, case management, outreach and engagement), or direct program supportive functions (i.e. program planning, approved training, supervision). Descriptions of service time must be provided on monthly invoices.

Rates are as follows:

Category	Hourly Rate
Program Director/Manager	\$63
Social Practitioner	\$53

- B. **Reimbursable Expenses:** In addition to the services specifically addressed in the Article contained herein titled, "Scope of Services," reimbursable expenses may also include but are not limited to the cost of advertising and marketing materials for the solicitation of members and partner employers, program supplies, office supplies or equipment, light furnishings, art supplies, snacks or other items needed for group facilitation as well as the cost to lease the Clubhouse El Dorado facility.

Other direct costs shall be invoiced at Contractor's cost, with a maximum markup amount of fifteen percent (15%), for the services rendered, unless federal grant funding is utilized to support the authorized reimbursement. When federal grant funding is utilized to support the authorized reimbursement, other direct costs shall be invoiced at Contractor's cost, without markup, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Contractor's costs for the services being billed on those invoices.

Original receipts, invoices, or other proof of payment must be submitted with any monthly invoice that includes a claim for Reimbursable Expenses. Any single Reimbursable Expense in excess of \$500 for printing costs and/or advertising must be approved by El Dorado County Health and Human Services Agency, Behavioral Health Division in writing in advance of incurring the cost to be eligible for reimbursement under this Agreement.

Category	Not-to-Exceed
Start-up Costs: Reimbursable Start-up costs occurring prior to the full array of services being available to members include advertising and outreach for member enrollment, solicitation of partner employers for the benefit of member employment support programming and securing a facility.	Until registered membership is equal or greater than 50 and average daily attendance is equal or greater than 10 members Start-up Costs shall not exceed \$100,000.
Facility Costs: Reimbursable facility costs include office furniture, basic maintenance and janitorial supplies to be used by members in general upkeep of the facility.	\$10,000/contract term
Facility Lease: Reimbursable facility costs include site lease monthly payments. Associated fees and deposits are non-billable.	\$3,750/month (lease)
Meal Preparation Training Costs: Reimbursable meal preparation and training costs include food and food preparation supplies.	\$10,000/fiscal year
Member/Business Recruitment Costs: Reimbursable member/business recruitment costs include promotional materials design and production, staff vehicle transportation of members to presentations (transportation will be reimbursable on a per mile basis with a rate established by the IRS and will not be detailed in this format), multi-media development.	\$5,000/fiscal year
Member Resources Costs: Reimbursable member Reimbursable Member Resources Costs include computer hardware, software and other technical equipment intended for the shared use of members.	\$15,000/fiscal year
Staff and Member Training and Events Costs: Attending Clubhouse International training with the purpose of attaining accreditation social programs (job fairs, community partnership events, etc), cultural events	\$10,000/fiscal year

HHSA Invoice Template

Vendor Name:	
Vendor Address:	
Phone:	
Fax:	
Email:	
Billing Contact:	

Contract #:	
Program Description:	
EDC HHSA Program Contact Person:	
Invoice #:	
Invoice Date:	
Invoice Total Amount:	0
Service Period/Month:	

DATE OF SERVICE	SERVICE TYPE/ DESCRIPTION	UNITS OF SERVICE (Hours/QTY)	COST PER UNIT (Rate)	AMOUNT
				0
				0
				0
				0
				0
				0
				0
				0
	Subtotal:			0
	Tax:			0
	Please Pay this Amount:			0

Invoice Backup

Invoice backup for services to include all data listed in your contract. – (if appropriate)

If Authorization of Services is required, the signed Authorization Form must be included with this invoice.

Bill to:	Email: BHinvoice@edcgov.us (<i>preferred method</i>)
	Mail: County of El Dorado Health and Human Services Agency 3057 Briw Road, Ste. B Placerville, CA 95667

**National Alliance on Mental Illness El Dorado County Western Slope and South Lake Tahoe
Exhibit D**

Vendor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

12/12/2023

Date

Diane Rabinowitz
Diane Rabinowitz (Dec 12, 2023 1:25 PST)

Signature

Address of vendor/recipient

CR50-Vendor Assurance of Compliance

**National Alliance on Mental Illness El Dorado County Western Slope and South Lake
Tahoe
Exhibit E
HIPAA Business Associate Agreement**

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

RECITALS

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

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

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

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

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

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

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

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

- I. 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.
- II. Scope of Use and Disclosure by BA of County Disclosed PHI
 - A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
 - 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, BA 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 BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
 3. Disclose PHI as necessary for BA's operations only if:
 - a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (1) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and
 - (2) The third party will immediately notify BA of any breaches of confidentiality of PHI to the extent it has obtained knowledge of such breach.
 4. 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.
 5. Not disclose PHI disclosed to BA 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.
 6. De-identify any and all PHI of County received by BA 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. BA 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.
- III. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
 - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with Title 45 of the Code of Federal Regulations, Part 160 and Part 164, Subparts A and C (the "HIPAA Privacy Rule" and the "HIPAA Security Rule") in effect or as may be amended, including but not limited to 45 CFR 164.308,

164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.

- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
- D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.

IV. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:

- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
- C. To assist the County in meeting its disclosure accounting under HIPAA:
 - 1. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

2. Within in 30 days of notice by the County, BA agrees to provide to County 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.
 - D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary"), BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
- V. Obligations of County.
- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - B. County agrees that it will promptly notify BA 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 BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.
 - D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
 - E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.
- VI. Term and Termination.
- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
 1. Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
 2. Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
 3. If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
 - C. Effect of Termination.
 1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy

all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.

2. In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

VII. Indemnity

- A. BA 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 (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under 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 to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA 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 against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its 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 BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA 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 BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. 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 Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. 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.

- VIII. 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.
- IX. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
- X. 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.
- XI. 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.

Approval and Signatures

By: *Diane Rabinowitz*
Diane Rabinowitz (Dec 12, 2023 10:59 PST)
Name
"BA Representative"

Dated: 12/12/2023

By: *Meredith R. Zanardi*
Name
"HHSA Representative"

Dated: 12/11/2023

**National Alliance on Mental Illness El Dorado County Western Slope and South Lake Tahoe
Exhibit F
California Levine Act Statement**

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

If no, please type N/A.

N/A

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

If no, please type N/A.

N/A

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

12/12/2023

Date

Diane Rabinowitz
Diane Rabinowitz (Dec 12, 2023 11:59 PST)

Signature of authorized individual

NAMI El Dorado County Western Slope and South Lake Tahoe

Type or write name of company

Diane Rabinowitz

Type or write name of authorized individual



Clubhouse International

Creating Community: Changing the World of Mental Health

International Standards for Clubhouse Programs™

The International Standards for Clubhouse Programs, consensually agreed upon by the worldwide Clubhouse community, define the Clubhouse Model of rehabilitation. The principles expressed in these Standards are at the heart of the Clubhouse community's success in helping people with mental illness to achieve social, financial, educational and vocational goals. The Standards also serve as a "bill of rights" for members and a code of ethics for staff, board and administrators. The Standards insist that a Clubhouse is a place that offers respect and opportunity to its members.

The Standards provide the basis for assessing Clubhouse quality, through the Clubhouse International Accreditation process.

Every two years the worldwide Clubhouse community reviews these Standards, and amends them as deemed necessary. The process is coordinated by the Clubhouse International Standards Review Committee, made up of members and staff of Accredited Clubhouses from around the world.

MEMBERSHIP

1. Membership is voluntary and without time limits.
2. The Clubhouse has control over its acceptance of new members. Membership is open to anyone with a history of mental illness, unless that person poses a significant and current threat to the general safety of the Clubhouse community.
3. Members choose the way they utilize the Clubhouse, and the staff with whom they work. There are no agreements, contracts, schedules, or rules intended to enforce participation of members.
4. All members have equal access to every Clubhouse opportunity with no differentiation based on diagnosis or level of functioning.
5. Members at their choice are involved in the writing of all records reflecting their participation in the Clubhouse. All such records are to be signed by both member and staff.
6. Members have a right to immediate re-entry into the Clubhouse community after any length of absence, unless their return poses a significant and current threat to the Clubhouse community.
7. The Clubhouse provides an effective reach out system to members who are not attending, becoming isolated in the community or hospitalized.

RELATIONSHIPS

8. All Clubhouse meetings are open to both members and staff. There are no formal member only meetings or formal staff only meetings where program decisions and member issues are discussed.
9. Clubhouse staff are sufficient to engage the membership, yet few enough to make carrying out their responsibilities impossible without member involvement.

10. Clubhouse staff have generalist roles. All staff share employment, housing, evening and weekend, holiday and unit responsibilities. Clubhouse staff do not divide their time between Clubhouse and other major work responsibilities that conflict with the unique nature of member/staff relationships.
11. Responsibility for the operation of the Clubhouse lies with the members and staff and ultimately with the Clubhouse director. Central to this responsibility is the engagement of members and staff in all aspects of Clubhouse operation.

SPACE

12. The Clubhouse has its own identity, including its own name, mailing address, email and telephone number.
13. The Clubhouse is located in its own physical space. It is separate from any mental health center or institutional settings, and is impermeable to other programs. The Clubhouse is designed to facilitate the work-ordered day and at the same time be attractive, adequate in size, and convey a sense of respect and dignity.
14. All Clubhouse space is member and staff accessible. There are no staff only or member only spaces.

WORK-ORDERED DAY

15. The work-ordered day engages members and staff together, side-by-side, in the running of the Clubhouse. The Clubhouse focuses on strengths, talents and abilities; therefore, the work-ordered day must not include medication clinics, day treatment or therapy programs within the Clubhouse.
16. The work done in the Clubhouse is exclusively the work generated by the Clubhouse in the operation and enhancement of the Clubhouse community. No work for outside individuals or agencies, whether for pay or not, is acceptable work in the Clubhouse. Members are not paid for any Clubhouse work, nor are there any artificial reward systems.
17. The Clubhouse is open at least five days a week. The work-ordered day parallels typical working hours.
18. The Clubhouse is organized into one or more work units, each of which has sufficient staff, members and meaningful work to sustain a full and engaging work-ordered day. Unit meetings are held to foster relationships as well as to organize and plan the work of the day.
19. All work in the Clubhouse is designed to help members regain self worth, purpose and confidence; it is not intended to be job specific training.
20. Members have the opportunity to participate in all the work of the Clubhouse, including administration, research, enrollment and orientation, reach out, hiring, training and evaluation of staff, public relations, advocacy and evaluation of Clubhouse effectiveness.

EMPLOYMENT

21. The Clubhouse enables its members to return to paid work through Transitional Employment, Supported Employment and Independent Employment; therefore, the Clubhouse does not provide employment to members through in-house businesses, segregated Clubhouse enterprises or sheltered workshops.

Transitional Employment

22. The Clubhouse offers its own Transitional Employment program, which provides as a right of membership opportunities for members to work on job placements in the labor market. As a defining characteristic of a Clubhouse Transitional Employment program, the Clubhouse guarantees coverage on all placements during member absences. In addition the Transitional Employment program meets the following basic criteria.

- a. The desire to work is the single most important factor determining placement opportunity.
- b. Placement opportunities will continue to be available regardless of the level of success in previous placements.
- c. Members work at the employer's place of business.
- d. Members are paid the prevailing wage rate, but at least minimum wage, directly by the employer.
- e. Transitional Employment placements are drawn from a wide variety of job opportunities.
- f. Transitional Employment placements are part-time and time-limited, generally 12 to 20 hours per week and from six to nine months in duration.
- g. Selection and training of members on Transitional Employment is the responsibility of the Clubhouse, not the employer.
- h. Clubhouse members and staff prepare reports on TE placements for all appropriate agencies dealing with members' benefits.
- i. Transitional Employment placements are managed by Clubhouse staff and members and not by TE specialists.
- j. There are no TE placements within the Clubhouse. Transitional Employment placements at an auspice agency must be off site from the Clubhouse and meet all of the above criteria.

Supported and Independent Employment

23. The Clubhouse offers its own Supported and Independent Employment Programs to assist members to secure, sustain, and better their employment. As a defining characteristic of Clubhouse Supported Employment, the Clubhouse maintains a relationship with the working member and the employer. Members and staff in partnership determine the type, frequency and location of desired supports.
24. Members who are working independently continue to have available all Clubhouse supports and opportunities as well as participation in evening and weekend programs.

EDUCATION

25. The Clubhouse assists members to reach their vocational and educational goals by helping them take advantage of educational opportunities in the community. When the Clubhouse also provides an in-house education program, it significantly utilizes the teaching and tutoring skills of members.

FUNCTIONS OF THE HOUSE

26. The Clubhouse is located in an area where access to local transportation can be assured, both in terms of getting to and from the program and accessing TE opportunities. The Clubhouse provides or arranges for effective alternatives whenever access to public transportation is limited.
27. Community support services are provided by members and staff of the Clubhouse. Community support activities are centered in the work unit structure of the Clubhouse. They include helping with entitlements, housing and advocacy, promoting healthy lifestyles, as well as assistance in accessing quality medical, psychological, pharmacological and substance abuse services in the community.
28. The Clubhouse provides assistance designed to help members improve their physical health and wellness, in partnership with community-based resources and healthcare providers. If the Clubhouse also provides in-house

wellness activities, they are scheduled to be consistent with a vibrant, side-by-side work-ordered day; and significantly utilize the teaching skills and expertise of members

29. The Clubhouse is committed to securing a range of choices of safe, decent and affordable housing including independent living opportunities for all members. The Clubhouse has access to opportunities that meet these criteria, or if unavailable, the Clubhouse develops its own housing program. Clubhouse housing programs meet the following basic criteria.
 - a. Members and staff manage the program together.
 - b. Members who live there do so by choice.
 - c. Members choose the location of their housing and their roommates.
 - d. Policies and procedures are developed in a manner consistent with the rest of the Clubhouse culture.
 - e. The level of support increases or decreases in response to the changing needs of the member.
 - f. Members and staff actively reach out to help members keep their housing, especially during periods of hospitalization.
30. On a regular basis the Clubhouse conducts an objective evaluation of its effectiveness, including Clubhouse International Accreditation.
31. The Clubhouse director, members, staff and other appropriate persons participate in a comprehensive two or three week training program in the Clubhouse Model at a certified training base.
32. The Clubhouse has recreational and social programs during evenings and on weekends. Holidays are celebrated on the actual day they are observed.

FUNDING, GOVERNANCE AND ADMINISTRATION

33. The Clubhouse has an independent board of directors, or if it is affiliated with a sponsoring agency, has a separate advisory board comprised of individuals uniquely positioned to provide financial, legal, legislative, employment development, consumer and community support and advocacy for the Clubhouse.
34. The Clubhouse develops and maintains its own budget, approved by the board or supported by an advisory board, which provides input and recommendations prior to the beginning of the fiscal year and routinely monitors it during the year.
35. Staff salaries are competitive with comparable positions in the mental health field.
36. The Clubhouse has the support of appropriate mental health authorities and all necessary licenses and accreditations. The Clubhouse collaborates with people and organizations that can increase its effectiveness in the broader community.
37. The Clubhouse holds open forums and has procedures which enable members and staff to actively participate in decision making, generally by consensus, regarding governance, policy making, and the future direction and development of the Clubhouse.

Clubhouse International

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USA
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October 1989 ©
Revised as of October 2023

Signature: *Diane Rabinowitz*
Diane Rabinowitz (Dec 18, 2023 14:31 PST)

Email: dianer@namiel Dorado County.org

