

AGREEMENT

FOR SERVICES OF INDEPENDENT CONTRACTOR

BC _____

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and **National Latino Behavioral Health Association** with an address at 6555 Robin, Cochiti Lake, New Mexico (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

WHEREAS, the Mental Health Services Act (MHSA) requires for each county mental health department to develop a local Workforce Education and Training (WET) Plan, and to participate in regional partnerships among the mental health system and the educational system to expand outreach to multicultural communities, increase the diversity of the mental health workforce, reduce the stigma associated with mental illness, and to promote the use of web-based technologies, and distance learning techniques;

WHEREAS, the Southern Counties Regional Partnership (SCRCP) consists of the mental health departments for the counties of: Santa Barbara, San Bernardino, Imperial, Kern, Orange, Riverside, San Diego, San Luis Obispo, and Ventura, as well as the Tri-City region (Claremont, La Verne, and Pomona);

WHEREAS, the County currently serves as the fiscal and administrative agent for the SCRCP, for Workforce Education and Training (WET) purposes under the Mental Health Services Act;

WHEREAS, the contracted services are on behalf of the participating SCRCP entities, the majority of which voted to approve the scope of work in this Agreement with Civilian, Inc., consistent with the SCRCP's MOU and Strategic Plan;

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

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

1. DESIGNATED REPRESENTATIVE

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Fredrick Sandoval 505-980-5156 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

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To County: Director
 Santa Barbara County
 Alcohol, Drug, and Mental Health Services
 300 N. San Antonio Road
 Santa Barbara, CA 93110
 FAX: 805-681-5262

To Contractor: Fredrick Sandoval, Operations Manager
 National Latino Behavioral Health Association
 6555 Robin
 Cochiti Lake, NM, 87083

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

Contractor agrees to provide services to County in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

Contractor shall commence performance on 11/01/2015, and end performance upon completion, but no later than 6/30/2016 unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent Contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security withholding and all other

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regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

7. STANDARD OF PERFORMANCE

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

8. DEBARMENT AND SUSPENSION

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. As required by 42 CFR sections 455.101 and 455.104, Contractor will complete a Conflict of Interest form provided by County.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of

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collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County.

Unless otherwise specified in Exhibit A, Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

Contractor shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

13. COUNTY PROPERTY AND INFORMATION

All of County's property, documents, and information provided for Contractor's use in connection with the services shall remain County's property, and Contractor shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any County property, documents, or information without County's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain all records until such time that the State Department of Health Care Services completes all actions associated with the final audit, including appeals, for the fiscal year(s) covered by this Agreement, or not less than four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California

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State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Contractor shall participate in any audits and reviews, whether by County or the State, at no charge to County.

If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification.

15. INDEMNIFICATION AND INSURANCE

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

18. NON-ASSIGNMENT

Contractor shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of County and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. **By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.
 - 1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.

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2. For Nonappropriation of Funds.

- A. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.
 - B. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
 - C. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.
3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.
- B. **By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
 - C. Upon termination, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services

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performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be

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applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the director of Alcohol, Drug & Mental Health Services. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

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32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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THIS AGREEMENT INCLUDES:

- I. EXHIBIT A – Statement of Work
- II. EXHIBIT B – Payment Arrangements
- III. EXHIBIT B-1 – Schedule of Rates and Contract Maximum
- IV. EXHIBIT C – Indemnification and Insurance Provisions
- V. EXHIBIT D – Demographic Information Survey

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Agreement for Services of Independent Contractor between the County of Santa Barbara and **National Latino Behavioral Health Association.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on November 1, 2015.

COUNTY OF SANTA BARBARA

By: _____
JANET WOLF, CHAIR
BOARD OF SUPERVISORS

Date: _____

CONTRACTOR:

NATIONAL LATINO BEHAVIORAL HEALTH
ASSOCIATION

By: _____

Date: _____

ATTEST:

MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By _____
Deputy

RECOMMENDED FOR APPROVAL:

ALCOHOL, DRUG, AND MENTAL HEALTH SERVICES
ALICE A. GLEGHORN, PHD DIRECTOR

By _____
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
RISK MANAGER

By: _____
Manager

EXHIBIT A

STATEMENT OF WORK

Mental Health Interpreter Training (MHiT)

1. **PERFORMANCE.** National Latino Behavioral Health Association (NLBHA) (Contractor), has the background, training, work experience, accreditation, licenses, and supervision necessary for the performance of the Mental Health Interpreter Training (MHiT), a joint project collectively developed between the Contractor and the National Asian American Pacific Islander Mental Health Association (NAAPIMHA) in collaboration with the California State Department of Mental Health, the California Institute of Mental Health and the Texas Department of State Health Services. NLBHA is the administering agency responsible for conducting the MHiT training curriculum for the SCRP entities, and is responsible for ensuring the successful performance of all goals and objectives described in this Scope of Work. The Contractor shall:
 - A. Conduct formal sessions for SCRP designated staff in MHiT, a nationally recognized standardized mental health interpreter training curriculum;
 - B. Demonstrate expertise and experience in providing technical assistance and training in Mental Health language assistance services;
 - C. Have an awareness of Federal Cultural and Linguistic Competence (CLC) mandates and standards for health care providers; and
 - D. Have expertise, as one of the entities involved in creating the MHiT curriculum, in developing culturally and linguistically appropriate services and training, and have extensive experience working with limited English proficiency populations.
2. **GOALS.** The Contract shall conduct MHiT sessions that will:
 - A. Increase Workforce Education and Training Southern Counties Regional Partnership (WET SCRP) competency to address mental health issues impacting the quality of care for individuals with limited English proficiency;
 - B. Improve the overall quality of care for individuals with Limited English Proficiency within the SCRP mental health systems;
 - C. Train and support culturally competent interpreters to work effectively in mental health settings as part of a professional team; and
 - D. Train SCRP mental health system providers on understanding the important role of interpreters and how to use interpreters properly and effectively.
3. **SERVICES.** Contractor will:
 - A. Focus on cultural differences and the relevance of these concepts to the various ethnic populations being served in the mental health systems;

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- B. Assist WET SCRP members to comply with Title VI of the Civil Rights Act of 1964 which prohibits discrimination based on race, ethnicity or national origin. "No person in the United States shall, on grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (Title VI of Civil Rights Act of 1964, 42 U.S.C. § 2000d);
 - C. Provide master trainers who have experience working with limited English proficient populations, cultural competencies and systems issues; and
 - D. Provide "Training Events" that comply with the requirements described following for Components (Section 3), Format (Section 4), Education (Section 5), Evaluation (Section 6), and Administration (Section 7).
3. **COMPONENTS.** Each of Contractor's MHIT training events will include three (3) training components as follows:
- A. Component I - Training Interpreters to work in Mental Health Settings is a three day, twenty-one (21) hour curriculum face-to-face training that satisfies all of the following:
 - i. Training is delivered by two master trainers who are certified or licensed as behavioral health professionals and have at least three years of training in cultural and linguistic competencies;
 - ii. Trainers use the nationally recognized MHIT standardized training curriculum, created by NLBHA and NAAPIMHA; MHIT materials are protected by copyright and proprietorship;
 - iii. Training will develop skills of bilingual staff, contractors, consumers, family members and others who typically have no formal interpreter training but who perform interpreting functions in the mental health workplace; also targeted are individuals who are bilingual and interested in becoming interpreters;
 - iv. Training is delivered on-site at a location identified by County ADMHS SCRP staff to a maximum of 35 participants per session;
 - v. Participants are awarded Certificates of Completion;
 - vi. Trainings will improve the skills of interpreters to address unique mental health needs and support the provision of culturally and linguistically appropriate behavioral health services and interventions, specifically including the following areas:
 - a. Become professional members of a culturally and linguistically appropriate treatment team;
 - b. Gain clarity on the scope and limits of the interpreter role;
 - c. Develop the necessary skills to improve communication between the provider and client; and

EXHIBIT A

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- d. Topics covered are Title VI law and Federal Office of Minority Health, Culturally and Linguistically Appropriate Standards (CLAS). CLAS standards include:
 - 1. Cross-cultural communication;
 - 2. Cross-cultural beliefs around mental health;
 - 3. Unique challenges working in mental health settings;
 - 4. Professional ethics;
 - 5. Consumer rights;
 - 6. Roles and models of interpreting;
 - 7. Interpreter skills-building;
 - 8. A general understanding of common mental health diagnoses to facilitate the interpreting process; and
 - 9. Developing appropriate translation of mental health terminology.
 - e. Contractor assists participating counties to increase a county's overall capacity to grow their trained interpreters program by encouraging them to identify and train not only internal bilingual county staff but also county contracted staff such as Community Based Organizations (CBOs), non-profit provider networks, key bilingual community members, local Promotoras and other outreach workers.
- B. Component II - Training Providers who use Interpreter Services in Mental Health Settings, a one-day (1) seven- (7) hour training that satisfies all of the following:
- i. Training is delivered by one master trainer who is certified or licensed as a behavioral health professional and has at least three years of training in cultural and linguistic competencies;
 - ii. Trainers shall use the NLBHA MHiT training, the nationally recognized and established training curriculum that supports best practices of language access;
 - iii. Training will target monolingual English speaking doctors, clinicians and other mental health providers;
 - iv. Training will instruct providers how to successfully use interpreter services in the mental health and wellness provision of services;
 - v. Training is delivered on-site at a location identified by County ADMHS SCRP staff to a maximum of 35 participants per session;
 - vi. Participants are awarded Certificates of Completion;

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- vii. Training will impart knowledge, skills and strategies to improve communication and service delivery within the therapeutic triad of the provider, the Interpreter and the client;
- viii. Training provides information on managing the variables of language, culture, verbal and non-verbal communication; communication in low and high context cultures during the session is the main focus of the training. (High and low context culture is the theory that culture has an effect on communication, with cultural context as an important factor, referring to the framework, background, and circumstances in which communication or an event occurs in a culture.); and
- ix. Topics covered during trainings shall include:
 - a. Fundamental principles of working with interpreters in mental health;
 - b. Federal and State laws & regulations for making services accessible to those of Limited English Proficiency;
 - c. Legal and ethical implications of problematic communication;
 - d. Techniques and skills for managing the clinical triad between interpreter, client, and provider;
 - e. The interpreter's roles with emphasis on the role of cultural broker;
 - f. Guidelines are provided and practiced for providers to utilize during the interpreter pre-session, in-session and post-session; and
 - g. The DSM 4 - Cultural Bound Syndromes in the diagnostic formulation and guiding interpreters in using the consumer's idioms of distress. The term "cultural bound syndrome" denotes recurrent locality-specific cultural patterns of aberrant behavior and troubling experience that may or may not be linked to a particular DSM 4 diagnostic category but may be bound to cultural experiences and idioms. DSM 5 is also covered.
- C. Component III –Technical Support: Contractor shall provide ongoing consultation and support throughout the planning and implementation of training, and through post-training events. The Contractor, through two trainer consultants, shall provide the following:
 - i. Provision of technical support in an advocacy capacity to counties on interpreter program policies and procedures;
 - ii. Post-training events for SCRP-member Mental Health Administrators, Managers and recipients of the training over the year, in the form of fifteen, one (1) hour Technical Support events, to provide SCRP-member staff the opportunity to continue to improve their skills by interacting with trainers on topics of their choosing, in the following format:

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- a. Events will be scheduled with input from SCRP Administrators or coordinators to ensure dates do not conflict with agency activities;
 - b. Five (5) Webinars and ten (10) Conference calls;
 - c. The first half hour will begin with an introductory 15-minute presentation on specifically selected topics by the SCRP membership's choosing followed by a Question & Answer period on that same topic; and
 - d. The second half hour will be an informal Question & Answer period on any concerns, issues or questions from participants.
- iii. Provide two (2) notices sent to individuals on the roster, provided by ADMHS SCRP staff with names and email addresses of recipients of the training and SCRP-member Administrators, who want to take part in the technical support events, with dates, times, and topics of discussion to encourage participation in technical support events.
4. **FORMAT.** Trainings will follow the following format:
- A. All trainings are done on-site at a location selected by ADMHS SCRP staff;
 - B. Trainings are a combination of didactic, skill building and interactive exercises;
 - C. Interpreter Training is limited to a maximum of 35 participants per session;
 - D. Provider Training is limited to a maximum of 35 participants per session;
 - E. Participants receive standardized training manuals and handouts;
 - F. SCRP member entities are asked to identify individuals to be trained;
 - G. Criteria for selection of trainees is provided at the request of SCRP member entities;
 - H. Interpreter Training participants complete pre-post tests and Satisfaction Questionnaires to evaluate their training experience and trainers;
 - I. Provider training participants complete Satisfaction Questionnaires; and
 - J. SCRP member entities receive a comprehensive professional evaluation report of findings and outcomes, from each training.
5. **CONTINUING EDUCATION CREDIT CERTIFICATION.** Provider and Interpreter trainings shall meet the criteria for state CEU certifying agencies:
- A. Continuing Education Units (CEUs) for Social Workers, Marriage Family Therapist and Registered Nurses as well as Continuing Education (CEs) for Psychologists;
 - B. Continuing Medical Education Credits (CMEs) for Physicians;

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STATEMENT OF WORK

- C. The Contractor receives from County training departments, Health & Human Services Agencies or other responsible entities, a list of requirements for meeting the criteria for CEUs. The state certifying entities determine if the training meets their criteria for CEU's. NLBHA will provide documents requested for CEUs well in advance of the training to enable SCRP member entities to offer CEUs.
6. **EVALUATION.** An evaluation protocol for the trainings has been designed by the Contractor specifically for the MHiT. The Contractor shall do the following:
- A. Give participants of the Training of Interpreters pre- and post- tests on the first and last day of training to assess effectiveness of the training and knowledge gained from the training and Satisfaction Questionnaires to evaluate their training experience and trainers;
 - B. Provide participating SCRP member entities with a written report analyzing and summarizing data from both pre- and post- tests, and training assessment evaluations; and
 - C. Utilize, collect and provide the County of Santa Barbara Alcohol, Drug and Mental Health Services (ADMHS) SCRP Administrator, within 30 days of the completion of each training session, results of the demographic survey, Exhibit D, distributed to all participants at each training session. The survey is required and provided by the state Office of Statewide Health Planning and Development (OSHPD) in its efforts to collect data that enables the state-wide evaluation of the program's effectiveness towards serving diverse populations.
 - i. Although the completion of the survey is optional and anonymous for participants, the survey aims to collect data on the wide range of demographics of the training participants.
7. **ADMINISTRATION.**
- A. Protection of NLBHA MHiT Process and Materials Against Copyright Infringement:
 - 1. The MHiT training materials and processes are protected by copyright and therefore cannot be duplicated, replicated or reproduced in any way whether derivative or identical.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Rates)

1. Contract Maximum Value. For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed \$391,995 through June 30, 2016.
2. Payment for Services. Payment for services and/or reimbursement of costs shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A. Payment is a Flat Fee for Services as indicated in Exhibit B-1 (Schedule of Rates and Contract Maximum) which includes all travel and expenses.
3. Proper Invoice. Contractor shall submit to County's Designated Representative an invoice or certified claim on the County treasury for the service performed at the completion of each training event. County's representative shall evaluate the quality of the service performed, and if found to be satisfactory, shall initiate payment processing.
 - A. The invoice must show the Board Contract number, the services performed or detailed statement of purchases with receipts, the rate and an authorization form, if applicable.
 - B. County's Designated Representative:

Santa Barbara County
Department of Alcohol, Drug and Mental Health Services
Attn: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110
admhs_accounts_payable@co.santa-barbara.ca.us
4. Correction of Work. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.

EXHIBIT B1

SCHEDULE OF RATES AND CONTRACT MAXIMUM

<u>Type of Service</u>	<u>Unit Reimbursement</u>	<u>Cost Per Unit</u>	<u>Units of Service</u>	<u>Total Maximum Contract Value</u>
*Consultant Services	<p style="text-align: center;">One (1) Training Event:</p> <p>Includes one Training of Interpreters and one Training of Providers</p>	\$24,412	15	\$366,180
	<p style="text-align: center;">Webinars/Conference Calls</p> <p>15 Post training webinars/ conference calls. (Can take place any time during the contract period)</p> <p>Note: Counties have the option of holding webinars/conference calls at any time during the contract period so they will be invoiced separately.</p>	\$1,720	15	\$25,800
<p>Total Maximum Contract amount not to exceed:</p> <p>*This price includes all costs of the training including:</p> <ol style="list-style-type: none"> 1. Trainer fees; 2. Travel expenses and costs; 3. Standardized training manuals for each participant; 4. Handouts, and testing tools; 5. Professional Evaluation Report summarizing findings of each training provided to each participating county post completion of the training. 				\$391,995

EXHIBIT C

Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance
Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

EXHIBIT C

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is

canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT D

Demographic Information Survey

<http://www.oshpd.ca.gov/HWDD/2015/WET/RFA-14-7229.pdf> (Appendix 3)

This demographic survey is being administered by the Office of Statewide Health Planning and Development (OSHDP) who partially funds your participation in this program. In efforts to collect data that enables the evaluation of the program's effectiveness towards serving diverse populations, this survey aims to collect data on the wide range of demographics of our program participants. While this survey is optional, OSHPD kindly requests your completion of this anonymous survey.

Please identify your County of residence: Name of County _____

Please identify your Race/Ethnicity:

- | | |
|---|---|
| <input type="checkbox"/> African American/Black/African | <input type="checkbox"/> Latino/Hispanic |
| <input type="checkbox"/> American Indian/Native American/Alaskan Native | <input type="checkbox"/> Central American |
| <input type="checkbox"/> Asian | <input type="checkbox"/> Cuban |
| <input type="checkbox"/> Cambodian | <input type="checkbox"/> Mexican |
| <input type="checkbox"/> Chinese | <input type="checkbox"/> Puerto Rican |
| <input type="checkbox"/> Filipino | <input type="checkbox"/> South American |
| <input type="checkbox"/> Indian | <input type="checkbox"/> Other Hispanic |
| <input type="checkbox"/> Japanese | <input type="checkbox"/> Middle Eastern |
| <input type="checkbox"/> Laotian/Hmong | <input type="checkbox"/> Pacific Islander |
| <input type="checkbox"/> Korean | <input type="checkbox"/> Fijian |
| <input type="checkbox"/> Pakistani | <input type="checkbox"/> Guamanian |
| <input type="checkbox"/> Thai | <input type="checkbox"/> Hawaiian |
| <input type="checkbox"/> Vietnamese | <input type="checkbox"/> Samoan |
| <input type="checkbox"/> Other Asian | <input type="checkbox"/> Tongan |
| <input type="checkbox"/> Caucasian/White/European | <input type="checkbox"/> Other Pacific Islander |
| | <input type="checkbox"/> Decline to State |

Please select any languages you speak in addition to English:

- | | | |
|---|--|---|
| <input type="checkbox"/> American Sign Language | <input type="checkbox"/> Hmong | <input type="checkbox"/> Russian |
| <input type="checkbox"/> Arabic | <input type="checkbox"/> Italian | <input type="checkbox"/> Samoan |
| <input type="checkbox"/> Armenian | <input type="checkbox"/> Japanese | <input type="checkbox"/> Spanish |
| <input type="checkbox"/> Cambodian | <input type="checkbox"/> Khmer | <input type="checkbox"/> Tagalog |
| <input type="checkbox"/> Cantonese | <input type="checkbox"/> Kiswahili | <input type="checkbox"/> Thai |
| <input type="checkbox"/> Farsi | <input type="checkbox"/> Korean | <input type="checkbox"/> Turkish |
| <input type="checkbox"/> French | <input type="checkbox"/> Laotian | <input type="checkbox"/> Urhobo |
| <input type="checkbox"/> German | <input type="checkbox"/> Mandarin | <input type="checkbox"/> Vietnamese |
| <input type="checkbox"/> Haitian Creole | <input type="checkbox"/> Other Chinese | <input type="checkbox"/> Other (specify): _____ |
| <input type="checkbox"/> Hebrew | <input type="checkbox"/> Polish | |
| <input type="checkbox"/> Hindi | <input type="checkbox"/> Portuguese | |
| | <input type="checkbox"/> Punjabi | |

Not everybody uses the same labels, however, which BEST describes your current gender:

- | | |
|--|--|
| <input type="checkbox"/> Androgynous | <input type="checkbox"/> Male/Transman/FTM Transgender |
| <input type="checkbox"/> Female | <input type="checkbox"/> Questioning my Gender |
| <input type="checkbox"/> Female/Transwoman/MTF Transgender | <input type="checkbox"/> Decline to State |
| <input type="checkbox"/> Male | |

Demographic Information Survey

Not everybody uses the same labels to describe their sexual orientation, however, which BEST describes your sexual orientation:

- | | |
|--|---|
| <input type="checkbox"/> Bisexual/Pansexual | <input type="checkbox"/> I'm questioning whether I'm straight or not straight |
| <input type="checkbox"/> Gay | <input type="checkbox"/> Queer |
| <input type="checkbox"/> Heterosexual/Straight | <input type="checkbox"/> Decline to State |
| <input type="checkbox"/> Lesbian | |

Please identify if you are a consumer and/or a family member:

- | | |
|---|-------------------------------|
| <input type="checkbox"/> Consumer | <input type="checkbox"/> Both |
| <input type="checkbox"/> Family Member | <input type="checkbox"/> None |
| <input type="checkbox"/> Decline to State | |

Do you identify as having a disability*?

- | | |
|---|-----------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Decline to State | |

*A disability is defined as an individual who: 1) has a physical or mental impairment or medical condition that limits one or more life activities, such as walking, speaking, breathing, performing manual tasks, seeing, hearing, learning, caring for oneself or working; 2) has a record or history of such impairment or medical condition; or 3) is regarded as having such an impairment or medical condition.

Please select your age group:

- | | |
|-----------------------------------|--|
| <input type="checkbox"/> Under 18 | <input type="checkbox"/> 40-64 |
| <input type="checkbox"/> 18-24 | <input type="checkbox"/> 65 years and over |
| <input type="checkbox"/> 25-39 | <input type="checkbox"/> Decline to State |

Are you a military veteran?

- | | |
|------------------------------|-----------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|------------------------------|-----------------------------|