

AGREEMENT FOR SERVICES

#540-PHD0906

SUBSTANCE ABUSE TREATMENT SERVICES
for the
COMPREHENSIVE DRUG COURT IMPLEMENTATION
DEPENDENCY DRUG COURT SERVICES

FAMILY CONNECTIONS, INC.

THIS AGREEMENT made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Family Connections, Inc., a California Nonprofit Public Benefit Corporation qualified as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, whose principal place of business is 344 Placerville Drive, Suite 10, Placerville, CA 95667 (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide substance abuse treatment services for participants in the Comprehensive Drug Court Implementation (CDCI) Dependency Drug Court Program; and

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

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

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

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

ARTICLE I

Scope of Services:

- A. Contractor will provide individual outpatient substance abuse treatment, group outpatient treatment, and parenting education groups for participants in the Dependency Drug Court Program, which is funded through the CDCI Dependency Drug Court grant. Clients will be selected for participation in this program by the County and referred to Contractor for substance abuse treatment services. Such referrals will identify the treatment services clients are authorized to receive, and Contractor shall deliver services consistent with those authorized.
- B. Contractor shall provide or purchase incentives and/or other ancillary services when directed to do so by County.
- C. Contractor must notify the County's Dependency Drug Court Coordinator prior to terminating any Dependency Drug Court client from treatment.
- D. Contractor shall attend pre-court case management conferences and, upon request, shall attend court sessions, which take place twice monthly. County will furnish Contractor with the schedule of Dependency Drug Court sessions and provide reasonable advance notice of pre-court case management conference times and locations.
- E. For every Dependency Drug Court client, Contractor shall assign a staff member to be responsible for performing case management functions and attending case management conferences.
- F. Contractor shall develop treatment plans based upon the results of clients' substance abuse assessment, which will be performed by the County and provided to Contractor. In addition, the County may direct Contractor to provide specific services as allowed under this contract, and the Contractor shall do so upon receiving written instruction from the County.
- G. Contractor shall designate a Dependency Drug Court contact person from among its staff, and this person shall serve as the primary point of contact for the County in exchanging information related to the Dependency Drug Court program.
- H. Contractor shall prepare client progress reports in a County approved format. Contractor shall submit weekly reports to the County's Dependency Drug Court Coordinator or designee, and shall submit written reports to the Court at least one day prior to each scheduled Dependency Drug Court session.
- I. Contractor shall participate in the Dependency Drug Court data collection system required by the County. Data to be collected by the Contractor may include, but is not

limited to, the following:

- 1) Demographic information,
 - 2) Medical information,
 - 3) Family and social status information,
 - 4) Drug and alcohol use information,
 - 5) Legal status information, and
 - 6) Other pertinent data that may be identified by the County and/or the Grantor, including but not limited to California Alcohol and Drug Data System (CADDSS) reporting.
- J. Contractor shall respond in writing within five (5) business days to the County's request for data, shall cooperate fully in the preparation and dissemination of reports based on data collected, and shall expand or modify data collection processes in accordance with County directives.
- K. Contractor shall attend and participate in Dependency Drug Court program planning, development, and evaluation meetings upon request from the County. Attendance at these meetings shall not be required more often than quarterly.
- L. Contractor shall respond in writing within five (5) work days to the County's request for any program or fiscal information, such as educational materials, forms, client records, and/or invoices.
- M. Contractor shall only employ individuals in substance abuse treatment positions who meet all applicable State requirements pertaining to certification and/or licensure, and who are qualified and competent to perform the tasks assigned to them. Contractor shall regularly evaluate the performance of all its treatment staff and implement immediate corrective action if any performance problems are identified. The County may request in writing that the Contractor investigate incidents of suspected poor performance by Contractor treatment staff, and the Contractor shall do so within the timeframes and under the terms contained in the County's written request.
- N. Contractor shall, to the extent feasible, provide services pursuant to this Agreement in a culturally competent manner by recruiting, hiring and maintaining trained, experienced staff who are able to deliver services with sensitivity toward and respect for clients from diverse backgrounds. This includes, but is not limited to, providing services to non-English speaking clients.
- O. Contractor agrees to adhere to all the requirements for public or private subcontractors in the ***CDCI Dependency Drug Court Common Terms and Conditions***, attached hereto as ***Exhibit A*** and made by reference a part hereof.

ARTICLE II

Term: This Agreement is effective July 1, 2006, and will remain in effect through June 30, 2007, consistent with the Grant term.

ARTICLE III

Compensation for Services:

- A. Payment for Dependency Drug Court substance abuse treatment services over the term of the contract shall not exceed \$7,303.00.
- B. County shall reimburse Contractor within forty-five (45) days of receipt of original invoices that are submitted to the Public Health Department, Alcohol and Drug Program Division, on the County approved invoice form, are complete and accurate, and include all County required back-up forms, reports, or other documentation.
- C. Invoices are due by the tenth (10th) day of the month following the month in which services were delivered. Invoices submitted later than the last day of the month in which services were delivered will be considered retroactive. Retroactive invoices shall be ineligible for payment unless there are extenuating circumstances that justify submission of such invoices, and the County has authorized retroactive billing in advance of the invoice submission date.
- D. Allowable services having fixed-price payment amounts under this contract are limited to:

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| 1. Outpatient Individual Session (1 hour) | \$125.00 |
| 2. Outpatient Group Session (1.5 hours) | \$93.75 |
| 3. Attendance at pre-Court Conference (0.5 hours) | \$30.00 |
| 4. Attendance at Dependency Drug Court Session (1 hour) | \$60.00 |
| 5. Parenting Education Group (2 hours) | \$120.00 |
- E. County authorized incentives and/or other ancillary services shall be reimbursed at cost. Invoices for incentives and/or ancillary services shall be accompanied by backup documentation comprised of the County’s referral/authorization form and verification of Contractor’s actual cost for providing or purchasing the incentive or ancillary service.
- F. Contractor shall invoice the County only for those Dependency Drug Court services that have received pre-authorization from the County, and for those Dependency Drug Court clients who have been referred for treatment by the County.

ARTICLE IV

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 V

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VI

Drug Free Work Place: By signing this Agreement, the Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Work Place Act of 1990 (Gov. Code ~ 8350, et seq.), and will provide a drug-free work place by taking the following actions:

- A. Publish a drug-free policy statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's work place, and specifying the actions that will be taken against employees for violations of the prohibitions, as required by Gov. Code Sections 8355 and 8355(a).
- B. Establish a drug-free awareness program as required by Gov. Code Section 8355(b) to inform employees about all of the following:
 1. the dangers of drug abuse in the work place;
 2. the person or organization's policy of maintaining a drug-free work place;
 3. any available drug counseling, rehabilitation, and employee assistance programs; and
 4. the penalties that may be imposed upon employees for drug abuse violations.
- C. Provide, as required by Gov. Code Section 8355 (c), that every employee engaged in the performance of the CDCI Program:
 1. Be given a copy of the Contractor's drug-free policy statement; and
 2. As a condition of this Agreement, agree to abide by the terms of the aforementioned statement.

ARTICLE VII

Record Keeping Requirements:

- A. Accurate fiscal, programmatic, and client records, and associated support documentation, shall be maintained by the Contractor to support all claims for reimbursement.
- B. The Contractor shall retain fiscal, programmatic, and client records for a five-year period from the date the final payment is made pursuant to this Agreement. When an audit has been started before the expiration of the five-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise as a result of the audit.
- C. Records maintained in accordance with this Agreement are subject to examination and audit by the County, or the County's authorized representative(s), or by the California Bureau of State Audits for a period of five years from the date final payment is made pursuant to the CDCI Program (Gov. Code §10532).

ARTICLE VIII

Confidentiality of Information:

- A. The Contractor shall conform to and monitor compliance with all State and federal statutes and regulations regarding confidentiality, including the confidentiality of information requirements at Part 2, Title 42, Code of Federal Regulations (CFR), Welfare and Institutions Code (W&IC), Section 14100.2; Section 11977, Division 10.5 of the Health and Safety Code (HSC); and Title 22, California Code of Regulations (CCR), Section 51009.
- B. The Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, CCR, Section 51009.

ARTICLE IX

HIPAA: Under this Agreement, Contractor will provide services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to Contractor for the purposes of carrying out its obligations. Contractor agrees to comply with all the terms and conditions of Exhibit B, HIPAA Business Associate Agreement, attached hereto and made by reference a part hereof, regarding the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE X

Audits: The Contractor must allow representatives of the County access to any and all records needed for contract monitoring and audit purposes. Contractor agrees to participate in site visits and/or audits as requested by the County or the County's authorized representative(s). Site visits and audits may be conducted for the purpose of programmatic and/or fiscal review.

ARTICLE XI

Equal Opportunity Clause/Nondiscrimination:

- A. The Contractor certifies compliance with Gov. Code, Section 12990 and CCR, Title II, Division 4, Chapter 5, in matters related to the development, implementation and maintenance of a nondiscrimination program. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, physical or mental disability, marital status, sex, or age. The Contractor will ensure that qualified applicants have equal opportunity for employment, and that qualified employees have equal opportunity during employment. 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, career development opportunities, and selection for training, including apprenticeship.
- B. The Contractor agrees to post, in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act (42 U.S.C. 2000 (e)) in conformance with Federal Executive Order No. 11246. The Contractor agrees to comply, with the provisions of the Rehabilitation Act of 1973 (29 U.S.C. 794).
- C. By signing this Agreement the Contractor certifies under the laws of the State of California that the Contractor shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by State and federal law and in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)); Age Discrimination Act of 1975 (42 U.S.C. 6101); Rehabilitation Act of 1973 (29 U.S.C. 794); Education Amendments of 1972 (20 U.S.C. 1681); Americans with Disabilities Act of 1990 (42 U.S.C. 12132); Title 45, CFR, Part 84; provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.); and regulations promulgated thereunder (Title 2, CCR, § 7285.0 et seq.); Title 2, Division 3, Article 9.5 of the Gov. Code, commencing with Section 11135; and Title 9, Division 4, Chapter 6 of the CCR, commencing with Section 10800.
- D. For the purpose of this Agreement, discriminations on the basis of race, color, creed, national origin, sex, age, or physical or mental disability include, but are not limited to, the following: denying a participant any service or providing a benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to the receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating a participant differently from others in determining whether the participant satisfied any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit.

ARTICLE XII

No Unlawful Use or Unlawful Use Messages Regarding Alcohol and Other Drugs: The Contractor agrees that information produced through these funds, which pertains to drug and alcohol-related programs, and/or clinics, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program and/or clinic. Additionally, no aspect of a drug or alcohol-related treatment program, and/or clinic, shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC § 11999 (b) and (d) through (h), et seq.). The Contractor agrees to enforce these requirements by signing this Agreement.

ARTICLE XIII

Smoking Prohibition Requirements: The Contractor agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (20 USC § 6081, et seq.), which, in part, prohibits smoking within any portion of any indoor facility (enclosed structure) owned or leased or granted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, grant, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities and are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for in-patient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where the Women, Infants, and Children Program's coupons are redeemed.

ARTICLE XIV

Hazardous Activities:

- A. The Contractor shall have liability insurance sufficient to cover hazardous activities pursuant to Section 7.40 of the State Contracting Manual.
- B. The Contractor shall maintain, at all times during the term of this Agreement, insurance and bonding, for bodily injury and property damage liability combined, of not less than \$1 million per occurrence and shall otherwise comply with Section 7.40 of the State Contracting Manual.

ARTICLE XV

Remedies For Noncompliance: The Contractor shall comply with all terms and conditions of this Agreement and all pertinent State and federal statutes and regulations. Failure to comply with the terms of this Agreement may result in non-payment of Contractor invoices and/or termination of this Agreement pursuant to Article XIX of this Agreement.

ARTICLE XVI

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XVII

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

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

ARTICLE XVIII

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

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

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

In the event the State or federal government reduces, delays, or eliminates funding needed to carry out activities under this Agreement, in the sole discretion of the County this Agreement may be modified or cancelled in its entirety. Notice of intent to modify or cancel the Agreement pursuant to

this paragraph shall be in writing and shall be delivered to Contractor as stated in Article XXVII. Such notice shall be sent to Contractor not later than three work days from the County's receipt of notification of the funding reduction, delay, or termination. Contract modification or cancellation pursuant to this paragraph shall become effective on the date the reduction, delay, or elimination of funds is imposed upon the County, or on a later date determined by the County and at the sole discretion of the County.

ARTICLE XIX

Default, Termination, and Cancellation:

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

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. 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 of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XX

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

ARTICLE XXI

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

- A. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- 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 the Risk Management

Division 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 thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
- 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 the Risk Management Division, as essential for protection of the County.

ARTICLE XXII

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

ARTICLE XXIII

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

ARTICLE XXIV

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

ARTICLE XXV

Taxpayer Identification / Form W9: All individuals/sole proprietors, corporations, partnerships, associations, organizations or public entities providing services to the County shall provide a fully executed Department of the Treasury Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification".

ARTICLE XXVI

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XXVII

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, Certified, Return Receipt Requested.

Notices to County shall be in duplicate and addressed as follows:

EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: GAYLE ERBE-HAMLIN, DIRECTOR

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

FAMILY CONNECTIONS, INC.
344 PLACERVILLE DRIVE, SUITE 10
PLACERVILLE, CA 95667
ATTN: WENDY WOOD, EXECUTIVE DIRECTOR

or to such other location as the Contractor directs.

ARTICLE XXVIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Gayle Erbe-Hamlin, Public Health Department Director, or successor.

ARTICLE XXIX

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 XXX

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 XXXI

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.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute this Agreement the day and year first below written.

COUNTY OF EL DORADO

By: _____

Bonnie H. Rich, Purchasing Agent
Chief Administrative Office

Date: _____

FAMILY CONNECTIONS, INC.

By: _____

Wendy Wood, Executive Director
Family Connections, Inc.
A California 501(c)(3) corporation

Date: _____