

**AGREEMENT FOR SERVICES 456-S1411  
Adult Residential Treatment Services**

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**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 Summitview Child & Family Services, Inc., a California Corporation duly qualified to conduct business in the State of California, whose principal place of business is 768 Pleasant Valley Road, #304, Diamond Springs, CA 95619 (hereinafter referred to as “Contractor”), whose Adult Residential Facility is located at 4229 Toyon Drive, Diamond Springs, CA, 95619, and whose Agent for Service of Process is Anna Gleason, 768 Pleasant Valley Road, #304, Diamond Springs, CA, 95619.

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a contractor to provide residential treatment services at a licensed Adult Residential Facility for adults identified as eligible for Full Service Partnership services, with serious mental illness (hereinafter referred to as “Client” or “Clients”) in licensed community care facilities on an “as requested” basis for the Health and Human Services Agency, Mental Health Division; and

**WHEREAS**, Adult Residential Facilities are facilities licensed to provide augmented services beyond living and care services for clients in licensed Community Care Facilities as defined in Section 1502 of the Health and Safety Code; and

**WHEREAS**, the services at this Adult Residential Facility shall include, but are not limited to, supportive, supervisory and incidental medical services as defined in the client’s Individual Services and Support Plan (hereinafter referred to as “ISSP”) and are provided in addition to the basic care and supervision provided by licensed facilities; and

**WHEREAS**, the residential treatment services provided at the Adult Residential Facilities are intended to facilitate the movement of clients from a restricted environment to independent living in the community; 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 (all references to “State” in this Agreement shall mean the State of California unless otherwise specified), and local laws; and

**WHEREAS**, County has determined that the provision of these services by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors. The County has determined that these are authorized by County of El Dorado Charter, Section 210 (b) (6) and Government Code 31000.

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

## **ARTICLE I**

### **Scope of Services:**

- A. Contractor acknowledges that this Agreement is funded in whole or in part with funds from the State of California and the Federal Government.
- B. Contractor agrees that services provided shall be in accordance with all governing regulations or requirements herein this Agreement, which shall have the meaning as they are currently interpreted, or as may be amended during the term of this Agreement.
- C. Contractor agrees to furnish the facility, personnel, services and equipment necessary to provide Residential Treatment Services for clients on an "as requested" basis for the Health and Human Services Agency ("HHS"), Mental Health Division. Contractor agrees to comply with all applicable Federal and State laws and regulations required of the licensed facility and program.
- D. Contractor shall provide 24-hour staffing, with supportive, supervisory and medication support services intended to prepare the client to transition from the facility to independent community living within one hundred eighty (180) days. Services shall include but not be limited to the program services outlined in Exhibit A – "Program Description" attached hereto and incorporated by reference herein, as well as those services identified in the County-approved Client Plan.
  1. Any stay in excess of one hundred eighty (180) days deemed necessary to meet the clinical needs of the Client shall be approved by HHS, Mental Health Division, in advance and in writing.
- E. Services shall include but not be limited to the following:
  1. Independent Living Skills Training including money management, budgeting, meal planning, maintenance of daily living activities, use of transportation and medication management.
  2. Employment services to assist clients in finding employment and/or volunteering opportunities.
  3. Social Skills Development designed to instruct Clients how to facilitate and maintain healthy relationships.
  4. Recreation and Leisure Skills development that will introduce Clients to hobby type activities, and encourage participation in Park and Recreation and community activities.
  5. Community integration skills that will prepare Clients for a transition to independent community living including assisting Clients to identify independent living situations and preparing Clients to transition into the community.
- F. Contractor's responsibilities shall include the following:
  1. Maintain a six (6)-bed residential mental health facility for the exclusive use of HHS, Mental Health Division.
  2. Cooperate with the County staff/case manager in developing a facility program plan to meet the goals and objectives established in the Client Plan, which shall be developed by the County's Case Manager and Client in cooperation with the Contractor.
  3. Obtain approval from Public Guardian prior to Clients leaving the facility without staff supervision.

4. Assist Clients to obtain and maintain various benefits, e.g. Social Security Income (“SSI”), Medical Insurance (i.e., Medi-Cal, CMSP). Additional benefit assistance may be necessary to transition into independent community living, etc.
  5. Maintain individual Client records in accordance with County requirements, specifically as mandated by the State.
  6. Report outcomes for Clients in Full Service Partnerships; report key tracking events as required by the State and County.
  7. Allow County or its authorized representative access to the facility and Client records to the extent authorized by law for County purposes including but not limited to Client assessment/reassessment, monitoring, record review and consultation as deemed necessary by the County.
  8. Participate with County in weekly placement meetings to assess the ongoing needs of Clients placed in the facility.
  9. Provide close supervision of and intensive interaction with Clients who may require the management of more difficult or complex behavioral problems consistent with the Client plan.
- G. County’s responsibilities include the following:
1. County shall ensure that any Client referred to Contractor is eligible as a Full Service Partnership client and shall attest to same on the Referral Authorization, in the form and format as approved by HHSa.
  2. Refer Clients to facility, as appropriate, ensuring referrals shall not exceed beds available.
  3. Complete Referral Authorization and the Client’s Individual Services and Supports Plan, and submit both to Contractor for each Client referred within twenty-four (24) hours of placement.
  4. Provide case management support for Clients residing in the facility.
  5. Provide Psychiatric Emergency Services (“PES”) evaluations pursuant to Welfare and Institutions Code 5150 as when necessary.
  6. Participate in discharge planning.

## ARTICLE II

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall remain in effect through June 30, 2019 unless terminated by one of the parties pursuant to the provisions under the Articles titled “Fiscal Considerations” and “Default, Termination, and Cancellation” herein.

## ARTICLE III

**Maximum Contractual Obligation:** The maximum contractual obligation for the term of this Agreement shall be \$3,678,600 for services provided during the term of this Agreement.

## ARTICLE IV

### Compensation for Services:

- A. **Start Up Costs:** Start Up Costs are payable upon final execution of this Agreement. Start Up Costs shall be reimbursed in accordance with Exhibit B “Start Up Costs,” attached hereto and incorporated by reference herein. Start Up Costs shall be supported by a detailed monthly staffing and expenditure report which includes line item expenditures and reflects the staff name, position, and number of hours worked/paid attributable to the Start Up activities for the month invoiced.
- B. **Rates:** Services provided pursuant to this Agreement shall be reimbursed at a rate of \$ 324.10 per bed per day for six (6) beds. The six (6) beds shall be for the exclusive use of HHSa Mental Health Division.

- C. Invoices for Services: Contractor shall submit invoice for payment not more than 15 days prior to the first day of the month for which services are being billed; payment shall be made monthly in advance. Payment for six (6) beds at a rate of \$324.10 per bed per day shall commence upon admission of the first County-referred Client.
- D. Invoices / Remittance shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled "Notice to Parties."

Mail invoices to:	Mail remittance to:
Health & Human Services Agency 3057 Briw Road Placerville, CA 95667 Attn: Finance Unit	Summitview Child & Family Services, Inc. 768 Pleasant Valley Rd., #304 Diamond Springs, CA 95619 Attn: Accounts Receivable

**ARTICLE V**

**Limitation of County Liability for Disallowances:** Notwithstanding any other provision of the Agreement, County shall be held harmless from any Federal or State audit disallowance resulting from payments made to Contractor pursuant to this Agreement. To the extent that a Federal or State audit disallowance results from a claim or claims for which Contractor has received reimbursement for services provided, County shall recoup within 30 days from Contractor through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance in that fiscal year. All subsequent claims submitted to County applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the federal or state disallowance issue is resolved.

Contractor shall reply in a timely manner to any request for information or to audit exceptions by County, State and Federal audit agencies that directly relate to the services to be performed under this Agreement.

**ARTICLE VI**

**Agreement to Comply with State’s Terms and Conditions:** By signing this Agreement, Contractor acknowledges that, as a sub-recipient of Federal and State funding, Contractor is obligated to adhere to all terms and conditions defined in the agreement in effect at the time services are provided between County and California Department of Health Care Services, “Mental Health Services Act (MHSA) Agreement” and any future terms and conditions contained in any subsequent agreements. Such terms and conditions are available at [www.edcgov.us](http://www.edcgov.us),<sup>1</sup> Health and Human Services, Contractor Resources, “Mental Health Services Act (MHSA) Agreement,” in its Exhibits B and C thereto, incorporated by reference as if incorporated herein. Noncompliance with the aforementioned terms and conditions may result in termination of this Agreement by giving written notice as detailed in the Article titled, “Default, Termination, and Cancellation.”

The terms and conditions include, but are not limited to:

1. Audit and Inspection Rights;
2. Child Support Compliance Act, pursuant to Public Contract Code 7110;

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<sup>1</sup> <http://www.edcgov.us/HHSAForContractors/>

3. Claims Certification and Program Integrity, including Title 42 Code of Federal Regulations (“CFR”) Part 439, §438.604 and §438.606 and, as effective August 13, 2003, §438.608 as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are incorporated herein by reference;
4. Client Rights;
  - a. Welfare and Institutions Code 5325.
  - b. Title 9, California Code of Regulations (CCR”) §§ 860 through 868.
  - c. Title 42, Code of Federal Regulations, § 438.100.
  - d. Pursuant to Title 42 CFR § 438.100 (a) and Title 42, CFR §§ 438.100 (b) (1) and (b) (2), Contractor shall have written policies and procedures relating to client’s rights and responsibilities.
5. Drug Free Workplace - Workplace Act of 1990 (Government Code § 8350 et seq.);
6. Mandated Reporter Requirements: Contractor acknowledges and agrees to comply with mandated requirements pursuant to the provisions of Article 2.5, commencing with § 11164, Chapter 2, Title I, Part 4 of the California Penal Code, also known as The Child Abuse and Neglect Reporting Act, and the Elder Abuse and Dependent Civil Protection Act, pursuant to Welfare and Institutions Code commencing with § 4900;
7. Federal Law:
  - a. Title 42, United States Code;
  - b. Title 42, Code of Federal Regulations, to the extent that these requirements are applicable;
  - c. Title 42, CFR; Part 438 – Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (“PIHP”), if applicable;
  - d. Title 45, CFR, Parts 160 and 164, Subparts A and E, to the extent that these requirements are applicable;
  - e. Title VI of the Civil Rights Act of 1964;
  - f. Title IX of the Education Amendments of 1972;
  - g. Age Discrimination Act of 1975;
  - h. Rehabilitation Act of 1973;
  - i. Titles II and III of the Americans with Disabilities Act;
  - j. Deficit Reduction Act of 2005; and
  - k. Balanced Budget Act of 1997.
8. State Law:
  - a. Division 5, Welfare and Institutions Code (W&I Code);
  - b. Part 2 (commencing with Section 5718), Chapter 3, W&I Code;
  - c. Part 2.5 (commencing with Section 5775), Chapter 4, Division 5, W&I Code;
  - d. Article 5 (Sections 14680 – 14685), Chapter 8.8, Division 9, W&I Code; and
9. Title 9, California Code of Regulations, Chapter 11 (commencing with Section 1810.100) – Medi-Cal Specialty Mental Health Services, if applicable.
10. Clean Air Act & Federal Water Pollution Control Act: The Contractor shall comply with the provisions of Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.);
11. Copeland Anti-Kickback Act: The Contractor shall comply with the provisions of the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c);
12. Davis-Bacon Act: The Contractor shall comply with the provisions of Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7), as supplemented by Department of Labor regulations (Title 29, CFR, Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

13. Federal Contractor Exclusions: Pursuant to Title 42, US Code § 1320a-7 and 1320c-5, and Welfare and Institutions Code § 14123.
14. Work Standards Safety Act - Work Hours and Safety Standards Act (40 U.S.C. 327-333), sections 102 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (Title 29, CFR, Part 5).

## ARTICLE VII

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

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

Contractor shall submit a copy of any licensing report issued by a licensing agency to HHSA within ten (10) business days of Contractor's receipt of any such licensing report.

## ARTICLE VIII

**Non-Discrimination Provisions:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including human immunodeficiency virus ["HIV"] and acquired immune deficiency syndrome ["AIDS"]), mental disability, medical condition (e.g. cancer), age (over 40), marital status, and denial of family care leave. Contractor and any subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code ["GC"] § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations ["CCR"] Title 2, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing GC § 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 CCR, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference, or mental or physical handicap.

Contractor shall comply with the provisions of § 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to Title 9, CCR, § 1820.205, § 1830.205 or § 1830.210, prior to providing covered services to a beneficiary.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

## **ARTICLE IX**

**Quality Assurance and Utilization Review:** Contractor shall establish and maintain systems to review the quality and appropriateness of services in accordance with applicable Federal and State statutes and regulations, and guidelines operative during the term of this Agreement.

Contractor shall comply with existing Federal regulations for utilization review pursuant to Title 42, Code of Federal Regulations, Subpart D. These shall include certification of need for care, evaluation and medical review, plans of care and utilization review plan. Contractor shall establish a Utilization Review Committee with the function to determine that admissions and length of stay are appropriate to that level of care and to identify problems with quality of care. Composition of the committee shall meet minimum Federal requirements.

## **ARTICLE X**

**Record Retention:** Contractor and its subcontractors providing services under this Agreement agree to make all of its books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination, or copying by authorized County, the Comptroller General of the United States, State of California 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, for a term of at least five (5) years from the close of the County's fiscal year in which the Agreement was in effect, or longer period as may be required by Federal or State of California 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 will retain the books or records until the resolution of such litigation, audit, or investigation.

Records shall be maintained on all Clients admitted or accepted for treatment in accordance with Title 22, CCR § 71551.

## **ARTICLE XI**

**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 XII**

**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 XIII**

**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 XIV**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. In the event County agrees in writing that Contractor may subcontract for services under this Agreement, Contractor shall include in any subcontract all the terms and conditions of the Article titled "Special Terms and Conditions" in this Agreement. Contractor shall require that all subcontractors comply with all terms and conditions of this Agreement, and shall require that all subcontractors comply with all pertinent Federal and State statutes and regulations.

**ARTICLE XV**

**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 therefore shall not be charged with responsibility of preventing risk to Contractor or its employees.

**ARTICLE XVI**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County of El Dorado is subject to the provisions of Article XVI, § 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.

Hold Harmless: Contractor agrees to hold harmless the State of California and its beneficiaries in the event the County cannot or shall not pay for services performed by the Contractor pursuant to this Agreement.

**ARTICLE XVII**

**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 at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

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

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of County to enforce at any time the provisions of this Agreement, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of County to enforce said provisions.

- 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 immediately upon becoming aware Contractor ceases to operate as a business, Contractor violates the terms and conditions of Article XXII “Debarment and Suspension,” or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: Either party may terminate this Agreement without cause in whole or in part upon thirty (30) calendar day’s prior written notice to the other party. 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, and for such other services, which County may agree to in writing as necessary for Agreement resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract.
- E. Transfer of Care: Prior to the termination or expiration of this Agreement and upon request by the County or State of California DHCS, Contractor shall assist in the orderly transfer of beneficiaries’ mental health care. In doing this, the Contractor shall make available to County or the State of California copies of medical records, Client files, and any other pertinent information, including information maintained by any subcontractor, necessary for efficient case management of beneficiaries, as determined by County. Costs of reproduction shall be borne by the County. In no circumstances shall a beneficiary be billed for this service.
- F. 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 XVIII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing it 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  
 PLACERVILLE, CA 95667  
 ATTN: CONTRACTS UNIT

And to:

COUNTY OF EL DORADO  
 PROCUREMENT AND CONTRACTS  
 360 FAIR LANE, LOWER LEVEL  
 PLACERVILLE, CA 95667  
 ATTN: TERRI DALY, PURCHASING AGENT, or Successor

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

SUMMITVIEW CHILD & FAMILY SERVICES, INC.  
768 PLEASANT VALLEY ROAD, #304  
DIAMOND SPRINGS, CA 95619  
ATTN: CARLA WILLS, EXECUTIVE DIRECTOR, Successor

Or to such other location as the Contractor directs.

#### ARTICLE XIX

**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 as provided in 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 XX

**Confidentiality and Information Security:** Contractor shall comply with applicable laws and regulations, including but not limited to §§ 14100.2 and 5328 et seq. of the Welfare and Institutions Code, § 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI). Contractor shall comply with terms and conditions in accordance with the Agreement between County and California Department of Health Care Services, including “Mental Health Plan, Exhibit F – HIPAA Business Associate Addendum” available at <http://www.edcgov.us/HHSA/> Contractor Resources, “Mental Health Plan,”<sup>2</sup> and incorporated herein by reference.

#### ARTICLE XXI

**Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including 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 Contractor’s services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

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<sup>2</sup><http://www.edcgov.us/HHSAForContractors/>

## ARTICLE XXII

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

## ARTICLE XXIII

**Waivers:** A failure of County to enforce strictly a provision of this Agreement shall in no event be considered a waiver of any part of such provision. No waiver by County of any breach or default by Contractor shall operate as a waiver of any succeeding breach of the same terms in the Agreement or other default or breach of any of Contractor's obligations under the Agreement. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

## ARTICLE XXIV

**Debarment and Suspension:** The Contractor shall comply with the provisions of Title 2, CFR, § 180 as implemented by Title 2 CFR § 376, and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from Federal procurement or non-procurement programs from having a relationship with the Contractor.

**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 subcontractor 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 application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification of 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 in to 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.

- G. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- H. 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.
- I. The Contractor shall comply with the provisions of Title 2, CFR, § 180 as implemented by Title 2 CFR § 376, and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from Federal procurement or non-procurement programs from having a relationship with the Contractor.

## ARTICLE XXV

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California; and
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000 per occurrence.
- 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 County of El Dorado 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 the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement for breach pursuant to the Article titled "Default, Termination, and Cancellation."
- 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 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 County of El Dorado Risk Management, as essential for the protection of the County.

**ARTICLE XXVI**

**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 XXVII**

**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 XXVIII**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code § 1090 et seq. and § 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation."

- A. Gratuities and Contingency Fees: The County, by written notice to the Contractor, may terminate the right of Contractor to proceed under this Agreement if it is found, after notice and hearing by the County or the State of California, 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 the State of California with a view toward

securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract.

In the event this Agreement is terminated as provided in the paragraph above, County shall be entitled (a) to pursue the same remedies against 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, to exemplary damages in an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of the County 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 agency has been employed or retained by it to solicit or secure this Agreement upon a contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the County 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 Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

- B. Use of State Funds: Contractor, including its officers and members, shall not use funds received pursuant to this Agreement to support or pay for costs or expenses related to the following:
1. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
  2. Lobbying for either the passage or defeat of any legislation.

This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizen, as long as State funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

- C. Conflict of Interest Certification: In accordance with State of California laws and State of California Departmental policy, no employees (including Contractors) shall participate in incompatible activities, which are in conflict with their job duties. In addition, State law requires employees whose positions are designated in the State Conflict of Interest Code to file statements of economic interest. In signing this Agreement, Contractor certifies that they have read and understand Government Code 19990.

## **ARTICLE XXIX**

**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 XXX**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the

Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

**ARTICLE XXXI**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

**ARTICLE XXXII**

**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 XXXIII**

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

**ARTICLE XXXIV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Dennis Plunkett, M.C., C.C., Manager of Mental Health Programs, Health and Human Services Agency, or successor.

**ARTICLE XXXV**

**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 XXXVI**

**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 XXXVII**

**Force Majeure:** Neither the County, the State of California, nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God, interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from



flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, to complete performance under this Agreement.

**ARTICLE XXXVIII**

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

**ARTICLE XXXIX**

**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 XL**

**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:  Dated: 4/25/14  
Dennis Plunkett, M.C., C.C., Manager of Mental Health Programs  
Health and Human Services Agency

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**


By:  Dated: 4/29/2014  
Don Ashton, M.P.A., Director  
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement 456-S1411 on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: 5/13/14

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

ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 5/13/14

- - CONTRACTOR - -

SUMMITVIEW CHILD & FAMILY SERVICES, INC.  
A CALIFORNIA CORPORATION

By:   
Carla Wills, Co-Executive Director  
"Contractor"

Dated: 4/25/14

Kgl/sk

## Exhibit A Program Description

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The Adult Residential Facility (“ARF”) is located at 4229 Toyon Drive, Diamond Springs, CA 95619, in El Dorado County. The facility must be fully licensed as an ARF and Contractor operated with a capacity of up to the maximum number of individuals allowed per the property’s zoning.

Clients meeting criteria for placement in this home shall include having been diagnosed with a mental health diagnosis; be 18 to 59 years of age, in fair to good medical condition, and may demonstrate severe to moderate behavior issues.

The philosophy of the home is to instill in each client the awareness of individual behaviors and its effect on others, yet providing a safe and welcoming environment for clients to learn and personally grow in the least restrictive environment. Clients will be provided with the most beneficial environment to improve and learn new skills of living, with the intended goal to prepare clients for independent living.

The environment shall be positive and rewarding and offer continual positive re-enforcements, and trainings to work on behavioral challenges. Clients are immersed in a spacious environment that provides for health and safety, but allows the Client to make their own choices with support of 24-hour staffing. The Clients are encouraged to strive to move forward in life and not to duplicate past negative behaviors. Clients are introduced and encouraged to access services in the community such as El Dorado County Health and Human Services Agency Mental Health Division, health care, living needs (such as shopping), and recreational services. Clients are assisted in accessing community events and encouraged to make safe and healthy choices. Clients are encouraged to participate in positive activities. A weekly schedule of events shall be offered and directed by Contractor to engage the clients in a variety of community activities.

Clients will receive three well-balanced meals and three nutritional snacks each day. A weekly menu will be provided and posted. Support will be offered with room cleaning, laundry and hygiene issues. Clients will be offered daily instructions in the areas of cooking, cleaning, transportation, budgeting, laundry, and community safety. Contractor will support clients in attending medical, dental, and other appointments, and will ensure that advocacy is provided as needed.

Medications will be dispensed by Contractor as required by operational license. Contractor will monitor medications, re-order as needed, and watch for potential side effects. Advocacy with medical offices will be provided to ensure that Clients receive optimum care. All necessary release of information forms shall be obtained and maintained by Contractor.

Training in independent living skills will be ongoing and will encourage the Client to enhance or learn new skills. Negative or aggressive behaviors will be closely monitored to ensure the safety of all members of the ARF. Behaviors will be evaluated by Contractor and behavior plans

implemented in collaboration with the Contractor and Client to decrease exhibited negative or aggressive behaviors.

The ARF will offer Client training in independent living skills to prepare the client to transition to living independently. Trainings will be offered to include work readiness skills for employment, volunteering at work sites, and employment as appropriate for each Client. Clients will be guided through employment trainings to enhance skills and discover employment or volunteer interests. If so desired, support will be offered to access services provided by California Department of Rehabilitation and/or the El Dorado County Health and Human Services Agency Employment Services

Contractor shall provide a level of training required to meet the Client's desire to transition to living independently within the community. Clients will be treated with respect and allowed to live in the ARF with the ability to make reasonable decisions and express independence in a monitored and safe environment for all Clients.

The Client training program will be made up of a series of trainings and one-on-one role modeling in home and community settings. Training goals will be established with obtainable goals outlined. Progress toward goals will be documented at the conclusion of each training session and the time spent on the training. Trainings will be reviewed and lessons will build upon each other. Progress will be documented in quarterly reports provided to case managers.

Client progress shall be tracked and reported to HHSA/MHD case managers. Clients will be active participants in the development of treatment plans. Reports will be provided to the HHSA/MHD case managers on a monthly documenting progress.

## CONSUMER SERVICES

### 1. Training in Personal Hygiene

- a. Hand Washing: Clients will receive training by Contractor in hand washing by daily reminders to wash hands in warm running water using soap. Contractor will demonstrate appropriate hand washing techniques by washing, lathering and rubbing hands together for at least 30 seconds. Drying hands will be demonstrated by using paper towel and disposing towel in trash basket. Clients will be given prompts to wash hands when coming in from outdoors, returning from community, before and after meals and prior to receiving medications. The proper measurement of soap for hand washing will be included in trainings.
- b. Grooming: Clients will receive training by Contractor in grooming. Contractor shall prompt clients to wash hair as needed, and to comb and style hair daily. Clients will be advised not to share combs or brushes with others. Clients will be prompted to brush teeth with toothpaste using up and down strokes brushing front and back teeth and to floss teeth as appropriate. Shaving instructions will be provided to use shave cream and razors or electric razors if desired. Clients will be prompted to shave daily or as needed. Clients will be prompted to use deodorant daily or more frequently if needed. Instructions in bathing using soap and washcloth to wash body will be provided. Instructions to wash body from top to bottom will be provided with soap. Clients will

- be prompted to dry completely with towel and to hang towel for drying or place in laundry for washing.
- c. Clients will receive training in how to schedule haircuts: Clients will learn how to pay for haircuts and include a tip. Clients will learn to select their individual hair cut style and to communicate it to hair stylist.
  - d. Dressing Skills: Clients will receive training in dressing completely and independently. Clients will be prompted to dress when in common areas of the house. Dress to include shirt, under garments, shorts/pants/skirts, socks, and slippers/shoes/sandals. Pajama type clothing will be worn for sleeping. Clients will be asked to remove hats indoors. Clients will be prompted to wear age appropriate clothing as well as appropriate clothing sizes. Contractor will provide training in clothing that matches in design and color. Clothing will be free of offensive language.

## 2. **Training in Independent Living**

- a. Household chores and standard maintenance: Lessons will include, but not be limited to, sweeping floors by teaching clients how to use a dustpan and broom to pick up dust and debris.
  - i. Vacuuming of Floor: Clients will be taught the operation of a vacuum cleaner, and to pick up large items off floors before vacuuming. Standard maintenance training will include how to change vacuum bag/or empty dirt collection container and how to change broken vacuum cleaner belts.
  - ii. Mopping of Floor: Clients will be taught how to use floor cleaner and a mop to clean floor and care for wood floors. Maintenance will include that mops be rinsed and replaced when odors are present.
  - iii. Trash Removal and Maintenance: Clients will receive training on how to properly dispose of trash by placing trash can liners in trashcans and removing liners to place trash in outside trashcans. Clients will receive training on the inside of trashcans being washed out weekly, or more often if needed, to eliminate residue and odors. Clients will be trained to remove trash daily from Client rooms, bathrooms, and kitchen area.
  - iv. Outside Maintenance: Clients will learn to care for outside yards and patio areas and participate in the care of those areas. Care of yards by watering on schedules, sweeping and hosing off patios, mowing and weed-eating training will be provided. Clients will be trained in the appropriate safety equipment and precautions to follow in operation of weed eaters or lawn mowers and use of such equipment will be supervised by Contractor. Clients will receive safety training prior to operation of machinery.
  - v. Table Setting: Clients will receive training in setting the table at mealtime, including the appropriate place settings, to include napkin, plate, drinking glass, knife, fork, and spoon. Salad bowls, other crockery, or other utensils will be placed if desired.
  - vi. Bed Maintenance: Clients will receive training in how to make beds daily and to change linens as needed but no less than weekly. Bed making will include ensuring that comforters/bedspreads are placed on beds daily to ensure a neat appearance to the room.

- vii. Dish Washing: Trainings in dish washing, using dishwasher and drying dishes skills will be taught to Clients. Proper technique of washing dishes by rinsing of food particles, placing in dishwasher and allowing dishes to air dry or dry with clean dish towel will be demonstrated. Proper rinsing of dishes will be emphasized. Dishtowels that are dropped or wiped against body will be immediately replaced with a clean towel. The proper measurement of soap for washing dishes will be included in trainings.
- viii. Meal Preparation: Training in preparing meals will include, but will not be limited to, selecting proper cooking utensil and cookware, washing, and cutting of fruits and vegetables, and learning appropriate times needed to prepare and cook food items. Training will also include balancing the cooking times so food items are ready at the same time. Lessons will include following directions on packages and pre-planning to ensure all ingredients are available that are needed to make the packaged food item. Training will include proper methods of using cutting boards and knives. Usage of knives will be closely supervised. Lessons will also cover which knife is needed for the preparation of specific foods. Training will also include using kitchen utensils properly for stirring, grating, chopping, mashing, or beating foods. Training will also include food safety related to food-borne illness (e.g., salmonella, refrigeration needs).
- ix. Use of Stove and Oven: Trainings will include using the stove and using the oven, selecting the proper temperatures for cooking and setting timer for proper cooking times. Clients will be taught how to select cooking temperatures and how to turn on and off stove and oven. The client will learn how to use the proper cooking racks and select the appropriate cookware for use in ovens. The trainings will cover using the microwave, selecting the proper items allowed for use in microwaves, as well as the appropriate cooking time needed to cook or heat food.
- x. Use of Blenders: Trainings will include the use of appliances including blenders. Proper use of blenders, review of blender speeds and durations will be taught to clients with an emphasis on safety and appropriate foods items for blending.
- b. Safety Awareness: Clients will be taught safety awareness in every training and environments. Safety will be emphasized to ensure clients are aware of safety equipment needed if appropriate, safety precautions (heat, sharpness, coldness), and take precautions as appropriate.
- c. Medical: Clients will receive training in basic medical self-help awareness skills; including how to identify when said Client may need a band-aid for minor cuts, scrapes, and scratches, how to recognize symptoms and communicate sore throats, excessive coughs, headaches, toothaches, etc. and how to recognize when more urgent medical care is necessary.
- d. Money Management: Money management trainings will include banking and check cashing. Trainings will include how to manage money by setting up a budget and learning to count money, including recognition of coin and paper money. Trainings will include price comparisons and looking at sale prices.

Clients will be taught how to budget for clothing and food items they wish to purchase. Contractor will teach clients appropriate behaviors in public and how to make appropriate selections. Clients will be taught to price compare items of food and look

for best buys. When shopping for clothing, clients will try clothing on to ensure appropriate size. Clients will budget their money to make purchases. Clients will be taught to retain receipts to track expenses and for exchanges if needed.

- e. Public Transportation: Training in use of public transportation shall be in accordance with approval from Public Guardian, and will include training on how to read the bus schedule, how to recognize the direction the bus is going so Client can get to intended destinations, and learning how to obtain a bus card and remembering to carry it when using the bus. Training will include how to call for requested stops. Clients will receive training in the Dial-A-Ride system, including how to pay for the ride, and Dial-A-Ride guidelines for pick up times. Training will also include how to be safe on the bus when talking to others who ride the bus, when waiting for the bus, and when exiting the bus. Clients will be taught how to navigate to various geographical locations within the community.
- f. Personal Identification Documentation: Clients will be taught to carry proper identification (e.g., photo identification) as well as cards with address, telephone number and an emergency contact. If a Client does not have proper identification, Contractor will work with client to obtain proper identification.
- g. Reading and Writing: Clients will be given daily opportunities to read and write including the opportunity to read with Contractor such items as newspapers, magazines, menus, and activity logs, and to review with Contractor various reading materials. Opportunities to write include writing personal shopping lists; practicing spelling if needed; writing down Client goals. Clients will receive training if desired in correspondence with friends or family. Contractor will incorporate the opportunity to practice reading and writing into daily living routines, and to further develop reading and writing skills.
- h. Telephone Usage and Etiquette: Clients will receive training in appropriate use of telephone. Clients will receive ongoing training on calling 911 for emergencies and how to determine what constitutes a need to dial 911. Telephone training will include how to properly answer the phone, take a message and proper ending of phone conversations. Clients will receive training on how to identify themselves when making phone calls, the use of proper language and tone while conversing, and how to leave a call back number.
- i. Use of Clocks: Clients will be trained in determining the time using both a digital clock and a traditional clock, gauging elapsed time elements, and identifying the time of day for appropriate activities. Clocks in the ARF will display digital time as well as traditional clocks with numbers.
- j. Use of Calendars for Appointments: Clients will be trained in making appointments and keeping appointment commitments. Clients will learn how to keep a calendar of personal appointments and to communicate those appointments to Contractor. Training will include how to call agencies for appointments and match time and dates with personal calendar, how to properly identify oneself and how to request various types of appointments.
- k. Basic Problem Solving Skills: Clients will be trained in the use of basic problem solving skills. Clients will be taught to explore possible solutions to problems, as well as to identify when there is a need to request Contractor support. Clients will be taught to examine possible solutions independently and to identify possible resolution to

problems. Continued training will be offered assisting Clients to look for simple solutions so that issues do not spiral out of control, avoiding situations where Clients become frustrated with problems that may seem impossible to solve.

### **3. Social / Communication Skills Development**

- a. Management of Friendships: Clients will be taught to facilitate and maintain healthy friendships. Clients will be asked not to date current residents within the ARF. Appropriate ways to initiate interpersonal relationships will be taught by review of appropriate greetings, conversation starters, and how to exchange personal information.
- b. Establishing Appropriate Boundaries: Initiating interpersonal relationships training will be provided to inform clients of guidelines and appropriate boundaries and training in appropriate interactions. Types of relationships will be discussed to include a relationship the Client may have with family, acquaintances, people they have just met, and how to become closer friends. Clients will be taught to participate in social activities and maintain appropriate boundaries to include not touching others, and using appropriate greetings such as handshakes. Clients will be redirected from touching Contractor staff or each other. Contractor staff will role model appropriate behaviors by not hugging or touching clients, but using handshakes and high five methods instead of hugging.
- c. Appropriate Behavior in Restaurants: Clients will be taught appropriate behavior for ordering food in public restaurants. Training will include how to read a menu, prices, and menu entry choices. Clients will also receive training in how to order their meal, to ask for additional service needs, to pay for their meals, and to calculate an appropriate tip for their meals. Clients will be taught to have money readily available before ordering.

### **4. Recreation and Leisure Skills Development**

Clients will be encouraged to learn new sports and to participate in recreational activities. Contractor will review with Clients how to register for recreational activities, if needed, and the schedules and practice times for participation in desired sports activities. Contractor will review rules of sports to help Clients learn techniques and structure of the game. Training will be provided so that Clients can learn good sportsmanship habits.

Clients will be introduced to a variety of hobby-type activities and encouraged to explore activities of interest to the clients. Contractor will teach the Client how to access supplies needed to pursue their hobbies. Clients will be trained on how to use leisure time and to make appropriate activity choices. Clients will be trained to create a list of leisure time activities to choose from and review the list with Contractor. Trainings will include appropriate time allotments and how to prioritize activities.

### **5. Sensory/Motor Skills Development**

Clients will receive training in sensory/motor skill development with a focus of ambulation, i.e., taking appropriate size steps and pace for a particular environment. In addition, the need for a slower pace indoors than outdoors will be reviewed. Range of motion will be emphasized prompting clients to reach, grasp, and stretch as needed to attend to daily living needs. Clients will be taught to be aware of surroundings for safety both indoors and outdoors.



## **6. Community Integration**

Clients will be taught to access places of worship if they desire. Faith-based services and days of the week will be explored to select services that Clients may wish to attend. Contractor will explore Client's religious preference, if any, and assist client in researching available religious organizations.

Clients will be taught how to access the library and to obtain a library card. Contractor will teach Clients how to check books out from the library and to note return dates. Clients will be taught their responsibility in the care of books, and to return of books in a timely fashion.

Cultural events will be explored and clients will be taught to identify available community events. Contractor will teach clients how to access transportation to events and to plan their outings. Clients will be taught to explore related costs of events and to budget amounts for attendance of events. Clients will be taught to calendar on personal calendars events of interest.

In accordance with Money Management training noted herein, Clients will be taught how to access movie theater schedules and prices per movie. Clients will be taught how to budget and explore transportation options to promote independence. Clients will also be taught to explore options of matinee vs. evening movies, bargain days, and special showings for price comparison. Clients will also be taught how to access renting DVDs. Clients will be taught how to access local or regional sporting event schedules. Contractor will help client learn how to access schedules and prices of events. Training will include that Client's budget appropriately for tickets to events and budget for snack items. Clients will also be taught how to calendar events on personal calendars and to arrange travel to and from events.

## **STAFF TRAINING**

1. Contractor staff will be required to successfully complete / pass the following criteria prior to working / performing duties at the ARF facility:
  - a. A criminal fingerprint clearance;
  - b. A health screening,
  - c. Tuberculosis ("TB") testing;
  - d. Complete and pass First Aid and CPR training, and provide evidence of possessing a valid First Aid and CPR certification;
  - e. Demonstrate proof of DMV clearance, possess a valid California Driver's License suitable to the vehicles used by the Contractor, and provide evidence of automobile insurance that meet the requirements of the Contractor.
  
2. Contractor will implement a training plan for staff to ensure ongoing training in the following areas:
  - a. The Statement of Purpose of the ARF
  - b. Review of the site facility
  - c. Tracking progress of Client and documentation
  - d. Review of Behavior Plans and Client ISSPs
  - e. Review of disaster drill training procedures

- f. Medication procedures
  - g. Review of company policies and documentation required
  - h. Review of Title 22 and Title 17 regulations
  - i. Training of housekeeping and sanitation principles
  - j. Availability of community services and resources
  - k. Training in Universal Precautions
  - l. Review of accurate documentation and record keeping
  - m. Review of Client care and supervision, including communication
  - n. Incident reporting
  - o. Maintaining confidentiality
3. Ongoing training shall consist of a structured weekly meeting to discuss updated information regarding delivery of training to Clients.

**Exhibit B**

**Adult Residential Facility**

**START UP COSTS**

1. Start up costs are estimated as follows. Actual costs may vary and be shifted across line items, as appropriate.
2. Additional "ramp up" expenses will be based on actual cost of operation during the startup period and will be reimbursed by the County upon receipt of detailed monthly expenditure report from Contractor.

Improvements: Licensing and Quality of Care	\$ 37,000
Improvements: Other	\$ 25,000
Furniture and Equipment	\$ 18,000
Client/Program Supplies and Materials	\$ 3,000
Household Supplies	\$ 1,500
Van Lease and Registration	\$ 3,000
Program Development and Training	\$ 34,000
Deposits, Fees, Insurance and other necessary costs	\$ 6,100
Office Supplies and Materials	\$ 2,000
<b>TOTAL PROJECTED EXPENSES:</b>	<b>\$ 129,600</b>

Contract #: 456-S1411  
Index Code: 419400

# CONTRACT ROUTING SHEET

Date Prepared: 4/24/14

Need Date: 4/25/14

**PROCESSING DEPARTMENT:**

Department: HHS/Mental Health  
Dept. Contact: Sharon Keoppel  
Phone #: X 4811  
Department  
Head Signature: \_\_\_\_\_

**CONTRACTOR:**

Name: Summitview Child & Family Services  
Address: 768 Pleasant Valley Rd, #304  
Diamond Springs, CA 95619  
Phone: 530-621-9800

Don Ashton, M.P.A., Director

**CONTRACTING DEPARTMENT:** HHS/Mental Health Division



Service Requested: Adult residential MH treatment

Contract Term: Upon signature - 6/30/19 Contract/Grant Value: To be determined

Compliance with Human Resources requirements? N/A  Yes  No:

Compliance verified by: Feasibility Analysis attached

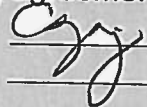
**COUNTY COUNSEL:** (Must approve all contracts and MOU's)

Approved:  Disapproved:  Date: 4/24/14 By:   
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_  
*Contract amounts to be resolved before BOS.* 

EL DORADO COUNTY COUNSEL  
APR 24 PM 12:00

PLEASE FORWARD TO RISK MANAGEMENT. THANK YOU!

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

Approved:  Disapproved:  Date: 4/24/14 By:   
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

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

**NOTE:** Any contract that involves the development, installation, implementation, storing, retrieving, transfer, or sending of electronic information, the acquisition of software or computer related items, or any other service/item that may be IT related, especially those that involve computers and telecommunications, must be approved by IT before submission to Counsel. This also applies to any other contract that requires approval from another department.

Departments: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Contracts Supe Review/Date \_\_\_\_\_ Program Mgr. Review/Date \_\_\_\_\_ Contracts Mgr. Review/Date \_\_\_\_\_ CFO Review/Date \_\_\_\_\_

# ORIGINAL

## AGREEMENT FOR SERVICES #862 (456-S1411) AMENDMENT I

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This Amendment I to that Agreement for Services #862 (456-S1411), 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 Summitview Child and Family Services, a California non-profit public benefit corporation, whose principal place of business is 670 Placerville Drive, Suite 2, Placerville, CA 95667, (hereinafter referred to as "Contractor");

### RECITALS

**WHEREAS**, Contractor has been engaged by County to provide residential treatment services at a licensed Adult Residential Facility (ARF) for adults, in accordance with Agreement for Services #862 (456-S1411), dated May 13, 2014, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend Article II, "Term," and Article III, "Maximum Obligation" of said Agreement.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #862 (456-S1411), shall be amended a first time as follows:

1) **ARTICLE II** is amended in its entirety to read as follows:

#### **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by all parties hereto and shall cover the period of May 13, 2014 through June 30, 2020, unless terminated earlier pursuant to provisions contained herein this Agreement under Article XVII, "Default, Termination, and Cancellation" or Article XVI, "Fiscal Considerations."


2) **ARTICLE III** is amended in its entirety to read as follows:

#### **ARTICLE III**

**Maximum Obligation:** The maximum contractual obligation under this Agreement shall not exceed \$4,390,324 for all of the stated services and during the term of the Agreement.


Except as herein amended, all other parts and sections of that Agreement #862 (456-S1411) shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
\_\_\_\_\_  
Jamie Samboceti, Deputy Director  
Behavioral Health Division  
Health and Human Services Agency

Dated: 5/2/19

**Requesting Department Head Concurrence:**

By:   
\_\_\_\_\_  
Donald Semon  
Director  
Health and Human Services Agency

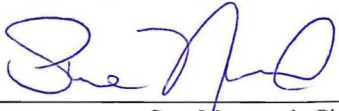
Dated: 5-6-19

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #862 (456-S1411,) on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 6-4-19

By:   
Sue Novasel, Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrisin  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 6-4-19

-- CONTRACTOR --

SUMMITVIEW CHILD AND FAMILY SERVICES  
A NON-PROFIT CALIFORNIA CORPORATION

By:   
Anna Gleason  
Chief Executive Officer  
"Contractor"

Dated: 5/29/19

lkk

**AGREEMENT FOR SERVICES #862 (456-S1411)**  
**AMENDMENT II**

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**This Amendment II** to that Agreement for Services #862 (456-S1411), 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 Summitview Child and Family Services, a California non-profit public benefit corporation, whose principal place of business is 670 Placerville Drive, Suite 2, Placerville, CA 95667, (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide residential treatment services at a licensed Adult Residential Facility (ARF) for adults, in accordance with Agreement for Services #862 (456-S1411), dated May 13, 2014, and Amendment I, dated June 4, 2019, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend Article II, "Term," Article III, "Maximum Obligation," and Article XXXIV, "Administrator" of said Agreement; and

**WHEREAS**, the parties hereto have mutually agreed to add Article XLI, "Counterparts" to said Agreement.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #862 (456-S1411), shall be amended a second time as follows:

1) **ARTICLE II** is amended in its entirety to read as follows, and shall be effective upon execution:

**ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by all parties hereto and shall cover the period of May 13, 2014 through June 30, 2021, unless terminated earlier pursuant to provisions contained herein this Agreement under Article XVII, "Default, Termination, and Cancellation" or Article XVI, "Fiscal Considerations."



2) **ARTICLE III** is amended in its entirety to read as follows, and shall be effective upon execution:

**ARTICLE III**

**Maximum Obligation:** The maximum contractual obligation under this Agreement shall not exceed \$5,102,048 for all of the stated services and during the term of the Agreement.

3) **ARTICLE XXXIV** is amended in its entirety to read as follows, and shall be effective upon execution:

**ARTICLE XXXIV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Nicole Cable, LMFT, Manager of Mental Health Programs, Health and Human Services Agency, or successor.

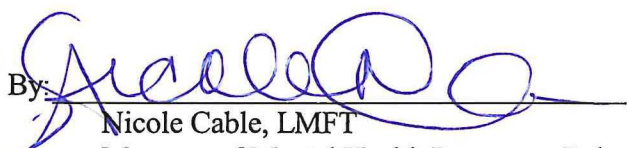
4) **ARTICLE XLI** is added in its entirety to read as follows, and shall be effective upon execution:

**ARTICLE XLI**

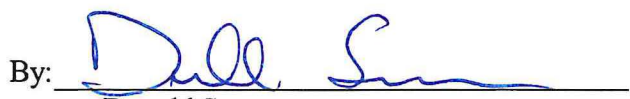
**Counterparts:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

Except as herein amended, all other parts and sections of that Agreement #862 (456-S1411) shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:  Dated: 4/29/2020  
Nicole Cable, LMFT  
Manager of Mental Health Programs, Behavioral Health Division  
Health and Human Services Agency


**Requesting Department Head Concurrence:**

By:  Dated: 4-30-20  
Donald Semon  
Director  
Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #862 (456-S1411),) on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 6-9-2020

By:   
Brian K. Veerkamp, Chair  
Board of Supervisors  
"County"


ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 6-9-2020

-- CONTRACTOR --

SUMMITVIEW CHILD AND FAMILY SERVICES  
A NON-PROFIT CALIFORNIA CORPORATION

By:  Dated: 5/14/20  
-Anna Gleason  
Chief Executive Officer  
"Contractor"

lkk