

ORIGINAL

AGREEMENT FOR SERVICES 4608

Foster Care Placement Services

THIS AGREEMENT is made and entered into by and between County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and California MENTOR Family Home Agency, LLC, duly qualified to conduct business in the State of California, whose principal place of business is 313 Congress Street, 5th floor, Boston, MA 02210, doing business locally at 7801 Folsom Blvd, Suite 375, Sacramento, CA 95826 and whose Agent for Service of Process is CT Corporation System, 818 West Seventh Street, Suite 930, Los Angeles, CA (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County desires and has the duty to provide protection in the form of emergency shelter care and/or foster care placement for certain children and/or non-minor dependents who have been taken into protective custody by County's Health and Human Services Agency ("HHS") or who are adjudicated dependents or wards of the court (collectively hereinafter referred to as "Client," "child," or "children") and whom County takes or accepts into its charge to ensure their safety and well-being pursuant to the provisions of the California Welfare and Institutions Code ("WIC") Section 305, 625, 626(b) and 16500 et seq.; and

WHEREAS, Contractor has been approved as a vendor through the California Department of Developmental Services regional center in this catchment area, Alta Regional Center; having applied for and met all the qualifications to provide emergency shelter care and foster care placement services in accordance with Title 17, California Code of Regulations (CCR), Sections 54326(a)(14) and 54340(a), et seq.; 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, as an approved vendor for Foster Family Agency placements, Contractor will place individuals with an approved family home provider; and

WHEREAS, due to the vendorization process, Alta Regional Center and California Department of Developmental Services (DDS) are responsible for the ongoing monitoring of the services and supports provided in the Family Home through the Contractor; 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 California law shall govern this Agreement; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest and that these services 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 Section 31000;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

ARTICLE I

Scope of Services: When requested via HHSAA Authorization, Contractor agrees to furnish the personnel and facility necessary to provide for the care and supervision of Client(s) pursuant to the provisions of Welfare and Institutions Code (WIC) Sections 11460 et seq. and shall have appropriate resources available to cover the needs of Client(s). Contractor's facility must meet all applicable licensing standards. Contractor's services shall include but not be limited to:

- A. Furnish Client with room and board, care and supervision, clothing, personal incidentals, recreation, transportation, education, social services, nurturing, care, therapeutic counseling services, medical and/or psychological treatment, supervised visitations, trainings, etc. in order to comply with court ordered services, or as suited to meet Client needs, or as determined by Client Caseworker to be suited to meet Client's needs. Donated clothing may supplement but not supplant any clothing allowance provided by the State or County.
- B. Comply with the Civil Rights Act of 1964, Section 504, Rehabilitation Act of 1973 and the Americans with Disabilities Act ("ADA") of 1990, concerning discrimination based on Client's actual or perceived race, ethnic group identification, ancestry, national origin, gender, age, color, religion, sexual orientation, gender identity, mental or physical disability, or infectious disease status.
- C. Abide by all Federal, State, and County laws pertaining to confidentiality.
- D. Follow State requirements related to medical screening, physical examination, medical testing, and immunization.
- E. Develop an understanding of the responsibilities, objectives, and requirements of County concerning the care of Client and work with County with regard to Client's case plan objectives.
- F. Adhere to the case plan objectives included in all treatment plans created by County, which reflect the service objectives of the placing authority.
- G. Work toward termination of placement, on a planned basis, with maximum involvement of Contractor's staff, Client, and County.
- H. Never use corporal punishment, deprivation of meals, deprivation of monetary allowance, threat of removal, or any type of degrading or humiliating punishment as a means of discipline. Any form of discipline that violates Client's personal or civil rights shall also be strictly prohibited. Any such forms of discipline shall not be tolerated. In all instances and

without exception the use of constructive, alternative methods to destructive discipline shall be used.

- I. Participate in all multidisciplinary team meetings (“MDT”) as requested by Client’s Health and Human Services Agency Social Worker(s) (collectively hereinafter referred to as “Caseworker” or “Client Caseworker”).
- J. Maintain medical, dental, and educational records for each Client in a secure and confidential area and regularly supply updated information to County.
- K. Not make any independent agreements with Client’s parents, siblings, or guardians.
- L. Not release Client to anyone without prior written authorization from County.
- M. Allow representatives of County to visit Client at Contractor’s facility at any time.
- N. Submit on-going written evaluations to County on a quarterly basis, effective the date Client is initially placed. These evaluations shall include, but not be limited to:
 - 1. Current status of Client’s physical and psychological health; and
 - 2. Reassessment of Client’s adjustment to the home, program, peers, school, and staff; and
 - 3. Progress toward short-term objectives and long-range goals, including tasks which have been performed to reach these objectives and goals; and
 - 4. Reassessment of unmet needs and efforts made to meet these needs; and
 - 5. Modification of treatment plans as a result of Multidisciplinary Team (“MDT”) case consultation, modified treatment plan and/or updated case plan in regard to tasks to be performed; and
 - 6. Involvement of Client in treatment programs.
- O. Immediately notify Client Caseworker or Caseworker’s Supervisor by telephone of any significant changes in Client’s health, behavior, or location, and provide a follow-up written incident report within twenty-four (24) hours. For after-hour notification, contact on-duty Caseworker.
- P. Submit copies of any pertinent information, such as school reports, medical reports, and psychological/psychiatric reports in a timely manner to Caseworker as completed
- Q. Provide County with at least fourteen (14) calendar days prior notice of intent to discharge Client, unless it is agreed upon in writing by County that less notice is required.
- R. Not move Client to another facility within the facility’s organization or to another facility entirely without the specific written consent of Client Caseworker. If Client is moved without specific written authorization from Client Caseworker, significant delays in funding shall occur resulting in a delay of payment to Contractor.
- S. Provide covered services to Client referred by County in the same manner in which it provides said services to all other individuals receiving similar services from Contractor subject to any limitations contained in Client’s treatment plans.
- T. Immediately notify County if an application is made on behalf of Client for any kind of income. Examples include, but are not limited to child support payments; Veteran’s Benefits; Railroad Retirement; Social Security; Retirement, Survivors, Health and Disability Insurance (“RSHDI”); earned income; and Supplemental Security Income/State Supplemental Program (“SSI/SSP”).
- U. Remit to County any income received on behalf of Client while in foster care up to the full cost of board and care plus medical cost(s). In addition, cooperate with County and the Social Security Administration, or other appropriate agency, to render County the payee for any funds received on behalf of Client.

- V. Adhere to all current licensing requirements, regulations, requirements, and directives pertinent and legally required for Contractor to practice its profession. Contractor shall, at its sole expense, keep in effect during the term of this Agreement all required documents, licenses and certifications, including insurance certifications, and shall promptly provide County with copies of all renewals. If any of Contractor's licenses or certifications, including insurance certifications, is revoked, this Agreement shall, at County's option and without notice, be automatically terminated effective as of the date such license or certification is revoked.
- W. Certify that the following processes are in place:
1. Written policies, procedures, and standards of conduct which articulate Contractor's commitment to comply with all applicable Federal and California State standards; and
 2. The designation of a compliance officer and a compliance committee that are accountable to senior management; and
 3. Effective training and education for the compliance officer and the organization's employees and duly licensed certified substitute care providers; and
 4. Enforcement of standards through well-publicized disciplinary guidelines; and
 5. Provisions for internal monitoring and auditing; and
 6. Retention of such records as is necessary for audit purposes by State and Federal personnel. The records shall document the type of care and the term during which care is provided for each Client. In addition, medical, dental, educational, and progress summary records shall be confidentially maintained for each Client in accordance with the appropriate legal requirements; and
 7. Provision for prompt response to detected and/or reported offenses; and
 8. Development of corrective action initiatives relating to the provision of foster care services.
- X. Recognize that, while County may place children in Contractor's facility, County is under no obligation whatsoever to place any child in Contractor's facility.
- Y. Arrange for the collection and storage of Client's personal belongings at termination of placement. When Client is discharged, Contractor shall ensure that Client's clothing and personal belongings accompany Client to the next placement. If Client runs away and after Contractor has immediately notified Client Caseworker of the Client run away situation, Contractor shall gather together Client's personal belongings, alert Client Caseworker that such belongings are at Contractor's facility and, if County does not immediately collect the belongings, shall store them at no charge to County for up to fourteen (14) days from the date of notification to County of Contractor's possession of Client's personal belongings. After 14 days, Contractor shall contact and inform County that the belongings shall be mailed to County at County's expense unless an alternate plan is mutually agreed upon.
- Z. HHSA Authorizations for Service(s):
Prior to providing any service(s) to any Client(s) detailed under "Scope of Services" or "Compensation for Services," Contractor shall obtain written HHSA Authorization that has been signed by the appropriate HHSA staff.

Contractor shall submit applicable reports and evaluations to the appropriate Client Caseworker at the address below:

<i>Placerville Caseworker</i>	<i>South Lake Tahoe Caseworker</i>
County of El Dorado, Health & Human Services Agency Attn: Child Protective Services 3057 Briw Rd. #A Placerville, CA 95667 530/642-7100 (ph) 530/626-7427 (fax)	County of El Dorado, Health & Human Services Agency Attn: Child Protective Services 3368 Lake Tahoe Blvd., #100 South Lake Tahoe, CA 96150 530/573-3201 (ph) 530/541-2803 (fax)

County shall:

- A. Provide written authorization for placement of every Client prior to placement processing.
- B. Share all available information about Client, including relevant social, medical, and educational history, behavior problems, court involvement, parental, sibling and family member(s) or family member(s) or relative visitation plans, and other specific characteristics of Client with Contractor before placement, and shall share additional information when obtained.
- C. Inform Contractor of expectations regarding the care of Client, such as meeting medical needs and special needs including but not limited to psychological needs, separation/loss issues, etc.
- D. Inform Contractor if Client has any propensities dangerous to self or others.
- E. Provide Medi-Cal cards or proof of other medical coverage for Client at the time of placement or as soon thereafter as possible.
- F. Provide Contractor with written general medical consent authorization for medical treatment.
- G. Provide clothing allowance for Client as permitted by current State regulations to meet initial clothing needs.
- H. Work with Contractor toward development of a treatment plan for Client.
- I. Contact Client at least once a month. If the case plan indicates less frequent contact, Contractor shall be so informed.
- J. Provide assistance with emergencies as they pertain to Client.
- K. Work with Contractor toward termination of Client's placement with Contractor.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties and remain in effect for three years, unless terminated by either party pursuant to the Articles entitled "Default, Termination and Cancellation" and/or "Fiscal Considerations" of this Agreement.

ARTICLE III

Compensation for Services:

Reports and evaluations detailed herein are considered a required deliverable. All required written authorizations for services shall be attached to all invoices. Compensation for services shall not be provided for incomplete services.

County and Contractor agree that payments referenced in this Agreement shall be based upon the current applicable monthly rates as established by the CDDS for Regional Center vendored facilities.

For each Client placed with the Contractor in a Family Home approved by a Regional Center, County shall pay at their current applicable rate as established and authorized by the California Department of Developmental Services (“CDDS.”) Rates may be found in the Rate Table below: “California MENTOR Family Home Agency, LLC – Adult Family Home Agency Vendor Tier Support and Fee Schedule.” Listed rate includes all services client(s) will receive from the regional center as well Board and Care at the non-medical out of home care (NMOHC) rate based on the SSI/SSP rate for residents in a licensed community residential facility or Family Home Agency that includes both the “board and care” and “personal and incidental” amounts. Listed Rate includes additional monthly support and consultation hour that may be required to support client(s.)

County shall compensate Contractor for the services authorized by County for each Client, as set forth in this Agreement. For services provided hereunder, County shall calculate payment for services rendered and shall issue payments, including prorated payments, at a rate based on the length of Client’s stay at a Family Home and the classification and level of services authorized and provided.

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Rate Table

California MENTOR Family Home Agency, LLC – Adult Family Home Agency Vendor Tier Support and Fee Schedule					
Service Type	Contracted (Supplemental) Rate	Client Profile	Number of Home Visits Each Month*	Number of Monthly DSP Support Hours**	Number of Monthly Consultation Hours Provided**
Tier 0	\$2,479.47/ Month	Client has no medical issues and requires only annual medical and dental appointment; Requires very little supervision in the community and in the home. Completes ADLs with no prompts or only verbal prompts at times; Requires monitoring of medications; Mild behaviors and occasional mild non-compliance. Actively attends a day or work program in the community	1-2/ Month	0	0
Level 2					
Tier 1	\$2,921.65/ Month	Client requires assistance with medication management and money management; Is able to maintain safety independently in the home and in the community for several hours; May need verbal prompts, or some assistance, to complete ADLs and other tasks; Verbal resistance may not be uncommon, especially in unfamiliar or stressful situations If non-ambulatory, they are able to transfer independently, Mild to moderate behaviors.	1-2/ Month	Up to 10	0
Level 3					
Tier 2	\$4,126.67/ Month	Increased supervision needs, but may be able to maintain safety independently in the home and community for short periods; May require physical assistance with ADLs, but not total care; May need social skills support including prompting and redirection to maintain appropriate social behavior and relationships; May require consultation as additional support; If non-ambulatory, may require assistance with transfers. May have severe impairment in physical coordination and episodes of incontinence; Some physical aggression that may result in minor injuries to self or others.	1-2/ Month	Up to 10	Up to 2.0
Level 4A-4D					

**California MENTOR Family Home Agency, LLC – Adult Family Home Agency
Vendor Tier Support and Fee Schedule**

Service Type ARM Rate	Contracted (Supplemental) Rate	Client Profile	Number of Home Visits Each Month*	Number of Monthly DSP Support Hours**	Number of Monthly Consultation Hours Provided**
Tier 3	\$5,083.53/ Month	Client may need continuous supervision with minimal ability to remain safe independently in the home or the community; May need daily assistance to complete ADLs; May display intermittent aggressive behaviors such as posturing, verbalizations, minor to moderate property damage, or other risky behavior; May require ongoing redirection; May have AWOL behavior; May require frequent individual attention to ensure the safety of self and other necessary plan for support; If non-ambulatory, may require physical transfer; May have co-occurring mental health disorder(s) and require psychotropic medications for stability; Possible involvement in criminal justice system, perpetrator or victim requiring specialized treatment; May require multiple medical appointments throughout the year.	1-2/ Month	Up to 20	Up to 2.7
Level 4E-4G					
Tier 4 Or Family Option	\$6,002.61/ Month	Client may require total physical assistance with ADLs; May have significant needs for support with behavioral challenges; May have co-occurring mental health disorder(s) and multiple psychotropic medications for stability; May require continuous supervision and may not be safe independently in the home or community; Utilizes additional support of professional consultation to develop a behavior plan or other plan for support; May have self-injurious behaviors; Social functioning is often disruptive and requires environmental control and sophisticated redirection; If non-ambulatory, may require multiple medical appointments in a month; Physical aggression may result in major injury to self or others; Severe non-compliance; Active AWOL behavior, Active Property Destruction. Family Option: parent and child may require Mentor to attend monthly meetings, provide parenting support training; may need support of consultant	1-2/ Month	Up to 20	Up to 2.7
Level 4H-4I					

Notes: Individual profiles for each tier level are not considered to be all inclusive and tier determination is based on a review process by Regional Center and California MENTOR, based on the support needs of the individual. *Additional home visits may be provided during times of transition or high need. **Regional Center will work with California MENTOR to determine tier level, based upon individual client needs.

Contractor and its duly licensed Family Home Provider shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. All substitute care providers shall be appropriately cleared by the Department of Justice ("DOJ") to perform substitute care services pursuant to the Article titled "Fingerprinting," and shall be licensed and certified as required by the State. Assumption or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written approval.

Contractor and its duly licensed certified substitute care providers shall have no claim whatsoever against County for payment of any money or reimbursement of any kind for any service(s) provided by Contractor or its duly licensed certified substitute care providers following the termination of this Agreement. Contractor shall not charge any Client or their family or guardian, or receive any fee or payment from any Client or their family or guardian, for services rendered pursuant to this Agreement. Contractor shall not charge or receive fees or payments from any Client or their family or guardian for children referred to Contractor pursuant to this Agreement who are not actually placed in facility. Should Contractor receive any such payment, Contractor shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after termination of this Agreement or any overpayments made in error shall not constitute a waiver of County's right to recover such payment from Contractor.

Any payment made in error shall be returned to County within forty-five (45) days of receipt of said payment either by returning the check sent in error or by issuance of a new check made payable to County. This provision shall survive the termination of this Agreement.

Charges for placements lasting less than a full month shall be prorated. Payment for placements shall commence the day Client is placed with Contractor and terminate the day before Client is removed. When Contractor agrees to hold a bed open for Client, Contractor shall document County's agreement to pay for the open bed in Client's record and shall request from County a written confirmation via fax of said requested open bed hold. County shall not pay for an open bed for a period in excess of seven (7) days.

Should Contractor, after having Client admitted to a psychiatric facility, unilaterally decide not to take Client back, all payments made to Contractor to keep the space available for that Client shall be returned immediately to County by Contractor, unless otherwise agreed to by County and Contractor in writing.

Invoices:

It is a requirement of this Agreement that Contractor shall submit an original similar in content and format with Exhibit A, attached hereto and incorporated by reference herein. HHS Authorizations or other written authorizations for services shall be attached to invoices. Only the name(s) of Clients listed on the HHS Authorization shall be listed on the invoice. Contractor

shall ensure that only billing information is included on the invoice. **Information related to Client(s) diagnosis, prognosis or treatment is not permitted on the invoice.**

Contractor is required to submit invoices with a copy of the Authorization, no later than fifteen (15) days following the end of a “service month.” For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides Client services in accordance with “Scope of Services.” Failure to submit invoices and Authorizations by the 15th of the month following the end of a service month shall result in payment(s) being withheld until the appropriate documents are received by staff. Receipt by HHSA of invoices and associated paperwork submitted by Contractor for payment shall not be deemed evidence of allowable costs under this Agreement. Upon request by County, Contractor may be required to submit additional or new information, which may delay reimbursement.

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

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

For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following County’s receipt and approval of all valid invoice(s) identifying services rendered.

ARTICLE IV

Maximum Obligation: The maximum compensation payable under this Agreement shall not exceed \$100,000 for all of the stated services during the term of the Agreement.

ARTICLE V

Foster Youth Personal Rights: Contractor shall ensure that the personal rights of Client comply with WIC Section 16001.9, which articulates the rights of all children in foster care. Any restrictions on the rights of any Client must be pre-approved in writing by Client Caseworker on a case-by-case basis as specified in the Article titled “Scope of Services.” Client rights also include but are not limited to:

- A. Client has the right to fair and equal access, including transportation, to all available services, placement, care, treatment, and benefits.
- B. Client has the right to not be subjected to discrimination or harassment on the basis of Client’s actual or perceived race, ethnic group identification, ancestry, national origin, gender, color, religion, sexual orientation, gender identity, mental or physical disability, or infectious disease status.
- C. Client has the right to be treated with respect:

1. The facility shall ensure that Client and their authorized representative(s) are offered the opportunity to participate in the development of Client's case plan.
 2. The facility shall ensure that privacy rights of Client are respected. Individual privacy shall be provided at all times in Client's room and all toilet, bath, shower, and dressing areas.
 3. Client access to bathrooms shall not be unreasonably limited during waking or sleeping hours.
 4. Staff shall treat Client with respect and shall be prohibited from inflicting physical, sexual, emotional, or other abuse, or corporal punishment on Client including but not limited to humiliating, intimidating, ridiculing, coercing, or threatening Client.
 5. Client has the right to be free to attend religious services and activities of their choice and to have visits from the spiritual advisor of their choice. Client attendance at any religious services, in or out of the facility, shall be on a completely voluntary basis.
 6. Client has the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by Client's case plan, do not infringe upon the rights of other Clients, do not disrupt planned activities and are not prohibited by court order or by Client's authorized representative(s).
 7. Client shall have fair and equal access to all available services, placement, care, treatment, and benefits; and the right to referral, as appropriate, to other service providers.
- D. Client has the right to live in a safe, healthy, and comfortable facility where he or she is treated with respect:
1. Client has the right to privacy in their own room(s) and shall not be prohibited from closing their room(s) absent specific concerns for the safety of Client.
 2. Client shall have individual storage space made available for private use.
 3. Client shall be provided with personal hygiene products unless the request is considered unreasonable, as determined by the CCL or Client's Caseworker.
 4. Client shall be allowed to possess and use their own personal items including but not limited to toilet and personal hygiene articles unless said items are prohibited as part of a discipline program.
 5. Client has the right to be free from unreasonable searches of personal belongings.
 6. Client shall be provided with an adequate amount of nutritious food, including between meal nourishment and snacks.
 7. Clients who require special diets including but not limited to vegetarian diets, religious diets, or diets based on health needs shall be provided with an adequate amount of nutritious food, including between meal nourishment and snacks, appropriate to their special dietary requirements.
 8. Client shall not be required to perform chores which are beyond the scope of expectations as outlined in the house rules or discipline information reviewed at placement by Client Caseworker and Client except on a voluntary basis and for compensation.
- E. Client has the right to have fair and equal access, including transportation, to competent professional services including but not limited to medical, dental, and psychiatric care and the right to referral, as appropriate, to other service providers:
1. Client has to right to request and receive an individualized written treatment or service plan, competent professional services based on said plan, and periodic review and

- assessment of needs and revisions of plan including a description of services that may be required for follow-up.
2. Client has the right to ongoing participation in the planning of professional services and in the development and periodic revision of the treatment or service plan, including the right to an explanation of all aspects of Client's own condition and treatment.
 3. Non-medical staff shall not be allowed to make any medical decisions about the severity of Client's illness or injury nor screen or deny Client's requests for medical attention without consultation with and approval by a licensed physician, nurse, or a trained health practitioner.
 4. Client has a right to a second opinion before being required to undergo any intrusive professional service including but not limited to medical, dental, or psychiatric procedures, provided there is a resource for payment of said second opinion such as private insurance coverage for Client, Medi-Cal authorization, etc.
 5. Psychotropic medications shall not be administered without court order and compliance shall be with court policy for administration of psychotropic medications.
 6. Client has the right to refuse their medications and shall not be evicted from the facility for doing so. However, if a doctor or judge orders that Client must take the medications, then the facility shall take the appropriate steps to ensure Client takes the medications regularly.
 7. Unless otherwise mandated by law or court order, Client has the right to refuse any services and/or treatment in accordance with State and federal law.
 8. Client has the right to services and treatment under conditions that support client's personal liberty and restrict such liberty only as necessary to comply with Client's treatment needs, including the right to freedom from restraint or seclusion.
 9. Client has the right to contact their Caseworker regarding receiving or rejecting any professional services including but not limited to medical, dental, and psychiatric care services.
 10. Facility staff shall fully respect the confidentiality of Client records including but not limited to Client's professional service treatment information.
 - a) Information about Client's professional service treatment(s) shall be kept locked in a secure area and not generally made available to staff.
 - b) No facility shall disclose any record which is contained in a system of records by any means of communication to any person, or to another agency, except pursuant to a written request by, or with the prior written consent of, the individual to whom the record pertains, unless disclosure of the record would be to those officers and employees of the facility which maintains the record who have a need for the record in the performance of their duties or to Client Caseworker or County;
 11. Nothing in this section shall be interpreted to require Contractor to take any action that would impair the health and safety of any County Clients in out-of-home placement.
- F. Client has the right to fair treatment in administering rewards and punishments:
1. The facility shall develop, maintain, and implement written facility discipline policies and procedures meeting the requirements specified below:
 - a) Staff, Client, Client Caseworker, and authorized Client representative(s) shall receive copies of such policies and procedures and copies of such policies and procedures shall also be maintained in Client's record.

- b) Any form of discipline that violates Client's personal or civil rights shall be strictly prohibited.
 - c) New Clients should not always/automatically start on the lowest level of the incentives system.
 - d) Client's level of assignment and privileges shall be consistent with the case plan/case plan update/court order(s).
 - e) Client shall not be punished for being new and/or being moved.
 - f) Client has a right to appeal disciplinary actions that result in a loss of privileges. This appeal includes a right to notice of an alleged infraction and the intended punishment, as well as a decision by a third party, using the grievance procedure as described by the foster caregiver in the orientation to placement.
 - g) Client has a right to file a complaint with the facility or their agency representative.
- G. Client has the right to have contact with family member(s) or relatives, County Client Caseworkers, Attorneys, the Court, Court Appointed Special Advocates, the Community Care Licensing Division of the State Department of Social Services, or the State Foster Care Ombudsperson and any other designated adult supporter(s) or authorized representative(s):
1. Client has the right to access telephones in order to make and receive confidential calls, provided that such calls are not prohibited by Client's case plan, are not prohibited as a form of discipline, do not infringe upon the rights of other Clients, do not restrict availability of the telephone during emergencies, and are not prohibited by court order or by Client's authorized representative(s).
 2. Client telephone calls to Client's Caseworker, authorized representative(s), placement authority, or family member(s) or relative(s) included in the service plan shall not be prohibited as a form of discipline.
 3. Client has the right to send and receive unopened correspondence, including court reports, unless prohibited by court order or by Client's Caseworker or authorized representative(s).
 4. The facility shall promptly and completely answer communications to the facility from Client's Caseworker, family member(s) or relative(s), and/or authorized representative(s).
 5. Level systems shall not restrict personal rights as defined in California Code of Regulations Title 22, Section 84072. These include the right to approved visitors, telephone calls to parents or family member(s) or family member(s) or relatives included in the case plan, County Client Caseworkers, Court Appointed Special Advocates or attorneys, access to correspondence and access to medical care.
 6. Client has the right, upon request, to review his or her own case plan and plan for permanent placement, if he or she is 12 years of age or older and in a permanent placement, and to receive information about his or her out-of-home placement; and case plan, including being told of changes to the plan.
 7. Client has the right to information regarding client rights, including a copy of documents in their record, in a language of their choice, to the extent possible and access to an advocate in order to understand, exercise, and protect their rights.
 8. Client has the right to attend their court hearings and to speak to the judge.
 9. Client has the right to confidentiality of all juvenile court records consistent with existing law.
 10. Client has the right to assert complaints to Contractor with respect to infringement of their rights, including the right to have such complaints considered in a fair, timely, and

impartial procedure and to be free from threats or punishment for making said complaints.

11. Client has the right to contact the Community Care Licensing Division of the State Department of Social Services or the State Foster Care Ombudsperson regarding violations of rights, to speak to representatives of these offices confidentially, and to be free from threats or punishment for making said complaints.
- H. Client has the right to education and community involvement:
1. Client has the right to attend public school and to participate in extracurricular, cultural, and personal enrichment activities including but not limited to church and community activities consistent with the child's age and developmental level unless otherwise specified in their case plan.
 2. Client has the right to participate in extracurricular activities in accordance with the case plan. The facility shall provide assistance with enrollment and transportation as necessary for Client to participate in these activities to the extent possible and agreed upon by Client Caseworker.
 3. At 16 years of age or older, Client shall have access to existing information regarding the educational options available including, but not limited to, the coursework necessary for vocational and postsecondary educational programs and information regarding financial aid for postsecondary education.
 - a) The State Department of Social Services and each county welfare department is encouraged to work with the Student Aid Commission, the University of California, the California State University, and the California Community Colleges to receive information pursuant to paragraph (23) of subdivision (a) of WIC 16001.9.
- I. Client has the right to work and develop job skills at an age-appropriate level and consistent with State law:
1. Client has the right to participate in education and employment classes and to attend Independent Living Program classes and activities, if he or she meets age requirements. Access to these services shall not be withheld.
 2. Transportation arrangements to and from work or for the development of job skills for Clients who do not have independent arrangements shall be provided.
 - a) Facility shall support each Client who desires to obtain and maintain employment by providing transportation, assist in purchasing uniforms, and providing other forms of support to the fullest extent possible and agreed upon.
 - b) The facility shall assist each Client age 16 or over to develop vocational skills and obtain documents necessary for employment. This may also include providing assistance in job training.
- J. Client has the right to social contacts:
1. Client has the right to have social contacts with people outside of the foster care system, including but not limited to teachers, church members, spiritual advisors, mentors, and friends.
 2. Client has the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by Client's case plan, do not infringe upon the rights of other Clients, do not disrupt planned activities and are not prohibited by court order or by Client's authorized representative(s).
- K. Client has the right to adequate clothing:
1. Clients shall receive a clothing allowance and shall possess their own clothing.

2. Donated clothing may supplement but not supplant any clothing allowance provided by the State or County.
- L. Client has the right to a reasonable allowance:
1. Client is entitled to and shall receive a monthly allowance (22 CCR Sec. 84077(2)) and shall receive at least a portion of that allowance each month.
 2. Client allowances may not be withheld unless regulatory criteria are met. Any amount of Client allowance that is withheld as a form of discipline must meet the requirements of regulatory criteria including but not limited to WIC Section 16001.9 and shall adhere to the law (22 CCR Sec. 84026 Safeguards for Cash, Personal Property and Valuables) which defines the requirements that must be met to withhold a portion of Client's allowance, including the requirements that the fines shall be used for the benefit of the individual Client or all Clients in placement, separate accounting, etc. The circumstances under which fines are to be imposed shall be specified in writing. Allowances may not be withheld because Client is working.
 3. Client shall possess and use their own cash resources.
 4. Client is entitled to maintain an emancipation bank account and manage personal income, consistent with Client's age and developmental level, unless prohibited by Client's case plan.
 5. Client's cash resources, including allowances, shall not be used for any basic services specified in the regulations including but not limited to toilet articles or basic clothing needs.

ARTICLE VI

Mandated Reporter Requirements: Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as The Child Abuse and Neglect Reporting Act and the Welfare and Institutions Code 15630 et seq. related to elder and dependent adults, as applicable.

ARTICLE VII

Criminal Record Clearances/Megan's Law: The California Health and Safety Code requires a background check of all applicants, licensees, adult residents, volunteers under certain conditions, and of all employees of community care facilities who have contact with Clients. If the California Department of Social Services finds that an individual has been convicted of a crime other than a minor traffic violation, the individual cannot work or be present in any community care facility unless they receive a criminal record exemption from the Community Care Licensing Division, Caregiver Background Check Bureau ("CBCB"). Simply defined, an exemption is a Department authorized written document that "exempts" the individual from the requirement of having a criminal record clearance. CBCB also examines arrest records to determine if there is a possible danger to Clients (Health & Safety Code Sections 1522, 1568.08, 1569.17, and 1596.871).

With the implementation of Megan's Law in 1996, a convicted, registered sex offender is classified as a "high-risk" sex offender, a "serious" sex offender, or as an "other" sex offender,

as defined by California Penal Code Section 290 et seq. Sex offender registrants whose sex crime was against a victim under age 16 are prohibited by law from working, as an employee or volunteer, with minors if the registrant would be working with minors directly and in an unaccompanied setting on more than incidental or occasional basis or would have supervisory or disciplinary power over the child. If the registrant's crime was not against a victim under age 16, the registrant must notify the employer or volunteer organization of his status as a registrant. Failure to comply with this law is a misdemeanor offense (California Penal Code Section 290.95.). Additionally, every person who has ever been adjudicated a sexually violent predator, as defined in Section 6600 of the Welfare and Institutions Code, shall, after his or her release from custody, verify his or her address no less than once every 90 days and place of employment, including the name and address of the employer, in a manner established by the Department of Justice.

Contractor shall remain in compliance with all laws and Community Care Licensing requirements relating to Megan's Law while this Agreement is in effect.

ARTICLE VIII

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

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

provided incomplete information regarding convictions, has omitted information regarding convictions or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.

- C. Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer, or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been fingerprinted, shall provide the date of said fingerprinting and shall state whether or not the process has disclosed any criminal history of the individual, which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice (“DOJ”) by Contractor shall be retained or disposed of pursuant to current DOJ directives.

ARTICLE IX

Medi-Cal Screening: If applicable, Contractor shall screen 100% of referred Clients for State Medi-Cal eligibility. The screening shall include, but not be limited, to:

- A. Verifying that the Medi-Cal beneficiary is eligible to receive Medi-Cal services at the time Client is referred for service;
- B. Verifying the County of El Dorado as the responsible County;
- C. Assessing for valid full Medi-Cal scope aid codes;
- D. Monthly verification of Client eligibility during the time that Contractor provides services to Client.

ARTICLE X

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 XI

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 XII

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 XIII

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

ARTICLE XIV

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 XV

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.

ARTICLE XVI

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

ARTICLE XVII

Audits, Compliance, and Monitoring:

- A. Contractor shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B. Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement #4608. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within sixty (60) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.
- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D. Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with Article XIII, titled "Default, Termination, and Cancellation."
- E. Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

ARTICLE XVIII

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 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. 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.

- 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 upon seven (7) calendar days' written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XIX

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

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit

or to such other location as the County directs.

with a carbon copy to

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

Notices to Contractor shall be addressed as follows:

CALIFORNIA MENTOR FAMILY HOME AGENCY, LLC
7801 FOLSOM BLVD., STE 375
SACRAMENTO, CA 95826
ATTN: Magdalena Pruitt, Executive Director, or successor
or to such other location as the Contractor directs.

ARTICLE XX

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

ARTICLE XXI

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XXII

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.

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

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

ARTICLE XXIII

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 XXIV

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 XXV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 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 contract 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".

ARTICLE XXVI

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXVII

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 XXVIII

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 XXIX

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 XXX

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 El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXXI

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

ARTICLE XXXII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Leslie Griffith, MSW, Assistant Director, Child Welfare Services, Health and Human Services Agency, or successor.

ARTICLE XXXIII

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 XXXIV

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXV

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.

ARTICLE XXXVI

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

ARTICLE XXXVII

HIPAA Compliance: As a condition of Contractor performing services for the County of El Dorado, Contractor agrees to fully comply with all terms and conditions of County's Business Associate Agreement, attached hereto as Exhibit B (incorporated herein and made by reference a part hereof).

ARTICLE XXXVIII

Release of Information: Contractor shall ensure that the County of El Dorado Health and Human Services Agency is included as a receiving party on all Release of Information forms used in the performance of services under this Agreement.

ARTICLE XXXIX

Access to Records: Contractor acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code Section 8546.7. Contractor shall provide Federal, State, or County authorities with access to any books, documents, papers, and records of Contractor, which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. In order to facilitate these potential examinations and audits, Contractor shall maintain all books, documents, papers, and records necessary to demonstrate performance under this Agreement for a period of at least three (3) years after final payment or for any longer period required by law.

ARTICLE XL

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 XLI

Compliance with All Federal, State and Local Laws and Regulations: Contractor shall comply with all Federal, State and local laws including, but not limited to, the Americans with

Disabilities Act (“ADA”) of 1990 (42USC12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from County’s Health and Human Services Agency.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety, and health and sanitation regulations. Such laws shall include, but not be limited to, the Copeland “Anti-Kickback” Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Contractor further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of El Dorado and all other appropriate governmental agencies and shall maintain these throughout the term of the Agreement.

ARTICLE XLII

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 XLIII

Continuous Operation: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff required to meet applicable Federal, State, and County requirements, and which are necessary for the provision of services hereunder.

ARTICLE XLIV

Waivers: Failure of County to enforce any provision of this Agreement shall in no event be considered a waiver of any part of such provision or any other provision contained herein. 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 XLV


Litigation: 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.

Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing 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 XLVI

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: 
Leslie Griffith, MSW, Assistant Director,
Child Welfare Services, HHSA
Health and Human Services Agency

Dated: 2/24/2020

Requesting Department Head Concurrence:

By: 
Donald Semon, Director
Health and Human Services Agency

Dated: 2-25-20

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Services #4608 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 4/21/20

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

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Jakeba Smith
Deputy Clerk

Dated: 4/21/20

-- CONTRACTOR --

CALIFORNIA MENTOR FAMILY HOME AGENCY, LLC
A MASSACHUSETTS LIMITED LIABILITY COMPANY

By: Magdalena Pruitt
Magdalena Pruitt,
Executive Director
"Contractor"

Dated: 4/7/2020

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**County of El Dorado Health and Human Services Agency
BILLING INVOICE**

Vendor Name:	California MENTOR Family Home Agency, LLC
Vendor Address:	7801 Folsom Blvd, Suite 375 Sacramento, CA 95826
Phone:	
Fax:	
Email:	
Billing Contact:	

Contract #:	4608
Program Description:	Foster Care Placement
EDC HSA Program Contact Person:	Leslie Griffith
Invoice #:	
Invoice Date:	
Invoice Total Amount:	0
Service Period/Month:	

DATE OF SERVICE	SERVICE TYPE/ DESCRIPTION AND TIER LEVEL OF CLIENT	UNITS OF SERVICE (Monthly)	COST PER UNIT (Rate)	AMOUNT
				0
				0
				0
				0
				0
				0
				0
				0
	Subtotal:			0
	Tax:			
	Please Pay this Amount:			0

Invoice Backup

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

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

Bill to:	Email: leslie.griffith@el-dorado.org (preferred method)
	Mail: County of El Dorado Health and Human Services Agency 3057 Briw Road, Ste. B Placerville, CA 95667

Exhibit “B”
HIPAA Business Associate Agreement

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

RECITALS

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

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

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

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

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

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

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

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

1. **Definitions.** Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.

2. Scope of Use and Disclosure by BA of County Disclosed PHI
- A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
 - (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
 - (3) Disclose PHI as necessary for BA's operations only if:
 - (a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (i) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
 - (ii) The third party will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
 - (4) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (5) Not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - (6) De-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
 - C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.
3. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
- A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308, 164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.

- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
 - C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
 - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
 - B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if know, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy

of the individual's authorization, or a copy of the written request for disclosure.

- (2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
- D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary") , BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.

5. Obligations of County.

- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.
- D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
 - (1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
 - (2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.

- C. Effect of Termination.
- (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
 - (2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
 - E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.
8. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
 9. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
 10. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
 11. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.