

AGREEMENT FOR SERVICES #222-S1311
Sierra Foothills AIDS Foundation, Inc.,
Ryan White Comprehensive AIDS Resources Emergency (CARE) Act

THIS AGREEMENT made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Sierra Foothills AIDS Foundation, Inc., a California non-profit public benefit corporation qualified as a tax exempt organization under Title 26 Code of Federal Regulations Section 1.501 (c) (3) commonly referred to as Section 501 (c) (3) of the Internal Revenue Code of 1986, whose principal place of business is 12183 Locksley, #208, Auburn, CA 95603, (hereinafter referred to as "Contractor"), and whose Agent for Service of Process is Susan L. Farrington, 12183 Locksley Lane, #208, Auburn, CA 95603.

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide case management services for individuals and families in the County of El Dorado who are living with human immunodeficiency virus / Acquired Immunodeficiency Syndrome under Title I of the Ryan White Comprehensive AIDS Resources Emergency ("CARE") Act; and

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

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State (all references to "State" in this Agreement shall mean the State of California unless otherwise specified) and local laws; and

WHEREAS, County has determined that the provision of these services 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 County of El Dorado Charter, Section 210 (b) (6) and/or Government Code 31000.

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

ARTICLE I

Definitions:

AIDS	Acquired Immunodeficiency Syndrome
ART	Active Antiviral Therapy
CARE Act	Ryan White Comprehensive AIDS Resources Emergency Act
CARE Act Program	The program and activities identified as being funded by Public Law 101-381, the Ryan White Comprehensive AIDS Resources Emergency Act
CARE PLAN	A comprehensive individualized Care Plan that prioritizes client needs identifies resources to meet those needs and documents mutually agreed-upon goals. Contractor, at the initial intake process, develops the Care Plan during the face-to-face interview with the client.
CCR	California Code of Regulations
CFR	Code of Federal Regulations
Client	Those persons who meet the eligibility criteria for the CARE Act Program
Contractor	Sierra Foothills AIDS Foundation, Inc.
County	County of El Dorado
DHHS	Sacramento County Department of Health and Human Services.
Fiscal Agent	For purposes of this Agreement, the Fiscal Agent shall be the Sacramento County Eligible Metropolitan Grant Area ("EMGA").
HAART Therapy	Highly Active Antiretroviral Therapy
HIV	Human immunodeficiency virus.
HIV Health Services Planning Council	A 30 member community planning body whose primary responsibilities include: assessing the needs of people living with HIV in El Dorado, Placer, Yolo, and Sacramento Counties; establishing appropriate service priorities; and allocating approximately \$3.5 million in Federal grant funding (as provided under Part A and B of the Ryan White HIV/AIDS Treatment Modernization Act) to pay for the delivery of HIV/AIDS medical and support services for those who otherwise could not afford such services.
HRSA	Health Resources and Services Administration - HRSA is the primary Federal agency for improving access to healthcare services for people who are uninsured, isolated, or medically vulnerable.
PHS	Public Health Services
PLWH/A	Persons living with HIV/AIDS
Sacramento TGA	Sacramento Transitional Grant Area – for purposes of this Agreement, the TGA encompasses Sacramento, El Dorado, and Placer counties.
W&I Code	California Welfare and Institutions Code

ARTICLE II

Scope of Services: Contractor agrees to provide case management services to facilitate access and coordination of care as described herein to people living with HIV/AIDS. Contractor will provide, client-centered, timely, and cost-effective services to insure and facilitate continuity of care for HIV positive persons at all stages of disease. Services are specific to HIV positive persons residing in the Sacramento Transitional Grant Area (TGA), which encompasses Sacramento, El Dorado, and Placer Counties. Any person who comes to the Sacramento TGA for the express purpose of qualifying to receive the services described in this Agreement and intends to leave the qualifying county after receipt of services is not considered a resident.

A. Proof of Sacramento TGA residency can be established by the following:

1. Any bill or correspondence current to within the previous two weeks showing the individual's name and a Sacramento, El Dorado, or Placer County address.
2. A written statement by homeless shelter staff verifying that the individual's name and a Sacramento, El Dorado, or Placer County address.
3. A current State issued identification card reflecting Sacramento, El Dorado, or Placer County residency.
4. Other reliable evidence that establishes Sacramento, El Dorado, or Placer County residency.

B. Other requirements. Contractor shall:

1. Keep an up-to-date copy of the *Ryan White Care Program Sacramento TGA Contractor's Orientation Manual* on site.
2. Comply with all applicable sections of the *Ryan White Care Program Sacramento TGA Contractor's Orientation Manual*.
3. Establish, maintain, and document referral relationships with entities in the TGA that provide HIV testing in order to facilitate rapid referral of and access to care for individuals testing positive for HIV as required by HRSA guidelines.
4. Ensure that all work performed under this Agreement is in full compliance with all applicable provisions of Part A of the Ryan White CARE Act and/or HRSA approved policies and procedures.
5. Comply with all HRSA, State Office of AIDS, and the Sacramento EMGA reporting requirements in a timely manner as specified by the Fiscal Agent of the Sacramento EMGA.
6. Integrate service directives and/or standards developed and adopted by the HIV Health Services Planning Council into existing program models. If applicable, these directives and/or standards will be furnished to the Contractor along with this Agreement. The Contractor may request an exemption from certain provisions of the Council Service Directives and/or standards through written request to the Fiscal Agent of the Sacramento EMGA. The Fiscal Agent retains discretionary authority to approve or deny requests for any exemption. All exemption requests, with narrative justification, must be submitted in writing in advance of anticipated need.
7. Track and report needs of clients, including documentation of any needs that are not provided for by funding under Title I/II of the Ryan White CARE Act.
8. Participate in the development of a Continuum of Care, including development of a Comprehensive Plan for the EMGA. This process will also require establishment and maintenance of cooperative working relationships with Ryan White Title I/II and other service providers within the region's Continuum of Care.
9. Document and track all service provision to clients through the SEMAS web-based database to identify clients who may withdraw from care.
10. Process consumer complaints and/or grievances in a manner consistent with established agency grievance procedures. Agency grievance policies and procedures must be predominately posted at each agency. Consumers are to be furnished with a copy of said procedures on request.

C. Services. Contractor shall:

1. Facilitate and coordinate access to Ambulatory/Outpatient Medical Care, in accordance with Exhibit A-1 to Agreement 7207500-13/15-709, attached hereto and incorporated by reference as if fully set forth herein.
2. Provide Medical Case Management in accordance with Exhibit A-2 to Agreement 7207500-13/15-709, attached hereto and incorporated by reference as if fully set forth herein.

3. Facilitate and coordinate access to Mental Health Treatment Services, in accordance with Exhibit A-3 to Agreement 7207500-13/15-709, attached hereto and incorporated by reference as if fully set forth herein.
4. Provide Support Service – Medical Transportation in accordance with Exhibit A-4 to Agreement 7207500-13/15-709, attached hereto and incorporated by reference as if fully set forth herein.
5. Provide Emergency Financial Assistance, in accordance with Exhibit A-5 to Agreement 7207500-13/15-709, attached hereto and incorporated by reference as if fully set forth herein.
6. Facilitate and coordinate access to Oral Health Care in accordance with Exhibit A-6, Attachment A, and Attachment B to Agreement 7207500-13/15-709, attached hereto and incorporated by reference as if fully set forth herein.

ARTICLE III

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2012 to June 30, 2015 unless earlier terminated pursuant to the provisions under the Articles in the Agreement titled “Fiscal Considerations” or “Default, Termination, and Cancellation” herein.

ARTICLE IV

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered.

A. Rates: The compensation rates shown include a five percent (5%) administrative fee as allowable under the Public Health Services Act (42 U.S.C. 300ff-13).

Service Type	Service Code	Description	Rate & Admin. Fee
Transportation Services	11025	1 vendor paid transportation dollar	\$1.00
Oral Health Care	02002	1 vendor paid dollar (“VPD”)for dental visit	\$1.00
Mental Health	03045	1 VPD adult individual – psychological	\$1.00
Emergency Financial Assist.	11029	1 other critical need dollar	\$1.00
Ambulatory Care	01008	1 VPD for primary care visit w/HCP	\$1.00
	01009	1 VPD for specialty care visit w/HCP	\$1.00
	01010	1 VPD for lab visit	\$1.00
Case Management	14020	1 15-min Field-based face-to-face encounter	\$15.98
	14021	1 15-min Field-based other encounter	\$15.98

B. Invoices/Remittances shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled “Notice to Parties.”

Mail invoices to:	Mail remittance to:
Health & Human Services Agency – Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667	Sierra Foothills AIDS Foundation, Inc. 12183 Locksley Lane, #208 Auburn, CA 95603

C. Not-to-Exceed: Total amount of this Agreement shall not exceed \$450,074.

ARTICLE V

Funding-Specific Provisions:

- A. Federal Funds: By signing this Agreement 222-S1311, Contractor becomes a sub recipient of funds through the County Health and Human Services Agency and agrees that in the event County agrees in writing to the subcontracting of any services under this Agreement, Contractor shall ensure that all subcontractors adhere to the terms and conditions of this Agreement.
- B. Nondiscrimination in Employment, Services, Benefits, and Facilities:
1. Contractor agrees and assures County that Contractor and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of County, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of County employees and agents, and recipients of services are free from such discrimination and harassment.
 2. Contractor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
 3. Contractor agrees to compile data, maintain records, post required notices, and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- C. Admission Policies: Contractor's admission policies (if applicable) shall be in writing and available to the public, and shall include a provision that patients are accepted for care without discrimination as described in this Agreement.
- D. Patient's Rights: Contractor shall give notice to all patients of their rights pursuant to and in compliance with W&I Code §5325 et seq. and Title 9 CCR §860 et seq. In addition, in all facilities providing the services described herein, Contractor shall have prominently posted in the predominate language of the community a list of the patient's rights.
- E. Licensing and Staffing:
1. Contractor warrants that it and all its employees have all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County, Sacramento County, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Failure to maintain all the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for termination of this Agreement by County as detailed in the Article titled "Default, Termination, and Cancellation."
 2. Contractor shall make available to County, on request of the Contract Administrator for this Agreement, a list of the persons who will provide services under this Agreement. The list shall state the name, title, professional degree, and work experience of such persons.

F. Confidentiality:

1. Contractor is subject to and agrees to comply, and require his or her employees to comply, with the provisions of §5328, 10850, and 17006 of the W&I Code, Division 19-000 of the State of California Department of Social Services Manual of Policies and Procedures, code of Federal Regulations Title 42, Chapter I, Part 2, and all other applicable laws and regulations to assure that:
 - a. All applications and records concerning an individual made or kept by Contractor, County, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public, social, or health services.
 - b. No person will publish, disclose, use or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient of services. Contractor shall not disclose applicant and recipient records and information to third parties without County's consent or the consent of the applicant/recipient.
2. Contractor agrees to inform all of his/her employees, agents, subcontractors, and partners of the above provision and that knowing and intentional violation of the provisions of said State law is a misdemeanor.

G. Quality Assurance and Program Review:

1. Contractor shall maintain adequate client records on each individual client that includes diagnostic studies (when applicable) records of client interviews, progress notes, and records of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable Federal, State, and County record maintenance requirements as adopted by the Sacramento Eligible Metropolitan Grant Area (EMGA) Fiscal Agent.
2. During reasonable times during normal business hours, Contractor shall permit access Contractor's premises to personnel designated by County and/or the Director of Sacramento County Department of Health and Human Services for the purpose of making periodic inspections to evaluate the effectiveness of the services rendered pursuant to this Agreement.
3. During reasonable times during normal business hours, County or Sacramento County, and/or their appropriate audit agency or designee shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness, and timeliness of services performed. This access shall include the right to audit and inspect any books or records of Contractor which pertain to services performed and determination of amount payable under this Agreement.
4. Contractor shall furnish County or Sacramento County with such information as may be required to evaluate fiscal and program effectiveness of the services being rendered.
5. Contractor shall actively participate and cooperate with any persons as specified above in any evaluation or monitoring of services provided pursuant to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

H. Reports:

1. Contractor shall provide to Sacramento County, to the satisfaction of the Director, program budget expenditures, an accompanying budget narrative, the units of service with a description and reference to the appropriate Ryan White Service Code describing such service, and planned number of unduplicated persons to be served. Final negotiated

program budgets must be submitted to Sacramento County by no later than 60 days after execution of this Agreement.

2. Contractor shall, without additional compensation, make any fiscal, program evaluation, or other such reports as may be required by County or Fiscal Agent concerning Contractor's activities as they affect the contract duties and purposes herein.
3. The Fiscal Agent shall be responsible for explaining to Contractor the procedures necessary for reporting the above required information.
4. Contractor shall participate in the California Public Health Department active/passive case surveillance efforts promulgated by the State Office of AIDS.

I. Claims for Payment:

1. It is understood that the validity of any billings, in terms of their compliance with Federal or State Title I and Title II regulations, is subject to the review by the Comptroller of the United States, or any of their authorized representatives, any authorized representative of the State of California, any representative of County and/or Sacramento County EMGA (Fiscal Agent), and that County will be making payment on said billings in advance of said review and approval by the State and/or Federal government, or the Fiscal Agent, and in advance of the reimbursement by the Fiscal Agent to County for sums expended thereunder. In the event the State and/or Federal government or the Fiscal Agent disapproves any claim, Contractor shall take all actions necessary to obtain such approval. In the event that County is not reimbursed by the Fiscal Agent for any amount it has paid Contractor to comply with any terms of this Agreement or any of the State regulations governing the operation of this Agreement, Contractor shall reimburse County in the amount of such overpayment within thirty (30) days or, at sole discretion of County, County may withhold such amount from any payments due under this Agreement or any successor Agreement.
2. It is understood that any records of revenues or expenditures under this Agreement may be subject to compliance with Federal or State regulations and may be audited by the appropriate Federal, State, county, or Fiscal Agent agency. In the event of audit disallowance of any claimed cost that is subject to compliance with State or Federal regulations, County shall not be liable for any lost revenue resulting there from.
3. Contractor shall maintain full and complete documentation of all expenses associated with performing these services covered under this Agreement. Expense documentation shall include timesheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures; and other such documentation required to substantiate overall costs of delivering the required services. All cost claims are subject to audit verification.
4. If a post-Agreement audit, conducted in accordance with standard accounting procedures, finds that the actual aggregate costs for all services furnished pursuant to this Agreement are lower than the payments made by the County, or if any payments made by County are not reimbursable in accordance with the terms of the Ryan White CARE Act Program reporting system, HRSA regulations regarding the use of Ryan White Title I funds, or the State Office of AIDS regulations regarding the use of Title II funds, the difference shall be repaid by Contractor forthwith by cash payment or at the sole discretion of County as a credit on future billings. If such post-Agreement audit finds that the actual cost of any services furnished hereunder are higher than the payments made by County for that service, County shall not be responsible for paying said difference.
5. In the event Contractor fails to comply with any provision of this Agreement, County shall withhold payment until such noncompliance has been corrected.

6. In the event of termination of this Agreement prior to specified duration or in the event of non-renewal of contract services between Contractor and County, Contractor shall, within thirty (30) days of termination of this Agreement, declare to County any and all accounts receivables and assign to County billings to all clients and/or payers for services rendered clients for which claims have been or are being made to County for reimbursement.
- J. Use of Funds and Payment Limitation:
1. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described herein. It is understood and agreed that no funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.
 2. County shall pay to Contractor a sum not to exceed the lesser of:
 - a. The not-to-exceed amount identified in the Article titled "Compensation for Services," herein.
 - b. The cost of services as determined pursuant to audit procedures as provided in this Agreement.
 3. Final settlement of County reimbursement to Contractor shall be based on Contractor's year-end Cost Report as submitted to the Sacramento EMGA. In the event the post-Agreement audit finds that the actual cost of any services furnished hereunder are higher than the payments made by County to Contractor for that service, then the difference will not be paid to Contractor, pursuant to Exhibit D, Article XII, Paragraph E to Agreement 7207500-13/15-709, attached hereto and incorporated by reference herein as if fully set forth herein.
- K. Copyright Access: County shall have a royalty free, nonexclusive and irrevocable license to publish, translate, or use, now, or here after, all material developed under this Agreement including those covered by copyright.
- L. State and/or Federal Regulations: Services provided under this Agreement shall be subject to and provided or performed in accordance with the following State or Federal regulations:
1. Public Law 101-381. Federal Ryan White CARE Act of 1990, as amended by the Ryan White CARE Act Amendments of 1996 (Public Law 104-146) and Ryan White CARE Act Amendments of 2000 (Public Law 106-345); and
 2. 45 CRF part 74 or 45 CFR Part 92, as applicable.
- M. Audit Requirements for Sub-Recipient of Federal Assistance Funds:
1. The Federal Office of Management and Budget ("OMB") Circular A-133 requires that non-profit organizations that expend \$500,000 or more (from all Federal sources) in a year in Federal Awards shall have an annual single or program specific Audit in accordance with the Circular's requirements. Contractor is to reference the Catalog of Federal Domestic Assistance (CFDA) #93.914 – HIV Emergency Relief Project Grants.
 2. In addition to the OMB requirements above, County requires Contractor to provide an annual Audited financial statement and accompanying Auditor's report and notes. The Audited financial statement shall be prepared in accordance with Generally Accepted Accounting Principles ("GAAP") by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards ("GAAS").
 3. The County Contract Administrator or his/her designee shall review the Audit for completeness and findings, then submit the Audit to the Director of Sacramento County DHHS, for technical review. The Director of DHHS shall be allowed access to all financial and program records as DHHS deems necessary to determine that funding was spent in accordance with applicable guidelines of this Agreement.

4. If the Agreement is terminated for any reason during the Agreement period, the independent Audit shall cover the entire period of the Agreement for which services were provided.
5. Contractor shall provide the annual Audit to County within six (6) months following the end of Contractor's fiscal year.
6. Following the submission of any Audit, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement or serious deficiencies in Contractor's internal control structure, County may terminate this Agreement as provided for in the Article titled "Default, Termination, and Cancellation" or direct Contractor to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to the County Contract Administrator in writing within fifteen (15) days after receiving notice from County.

ARTICLE VI

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 VII

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 VIII

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

ARTICLE IX

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 X

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

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 XII

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. Contractor shall properly destroy records not transferred to custody of County, and Contractor shall provide documentation of proper destruction of all such records to County.

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing, 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
941 SPRING STREET, SUITE 3
PLACERVILLE, CA 95667
ATTN: MICHAEL UNGEHEUER, CONTRACT ADMINISTRATOR

With a copy to:

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

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

SIERRA FOOTHILLS AIDS FOUNDATION, INC.
12183 LOCKSLEY LANE, #208
AUBURN, CA 95603
ATTN: SUSAN L. FARRINGTON, EXECUTIVE DIRECTOR

Or to such other location as the Contractor directs.

ARTICLE XIV

Indemnity: The Contractor shall defend, indemnify, and hold the County, its Officers, employees, agents, and representatives harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs

incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XV

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

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above Paragraph B;
- D. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
- E. Shall not knowingly enter in to any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under Federal regulations or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and
- F. Shall include a clause titled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal and State Governments, County may immediately terminate this Agreement for cause or default.

ARTICLE XVI

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 XVII

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 XVIII

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 XIX

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 titled "Default, Termination, and Cancellation."

ARTICLE XX

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 XXI

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 XXII

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 XXIII

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

ARTICLE XXIV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Michael Ungeheuer, RN, MN, PHN, Community Public Health Nursing Manager, or successor.

ARTICLE XXV

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 XXVI

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 XXVII

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

ARTICLE XXVIII

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 XXIX

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: Michael Ungeheuer
Michael Ungeheuer, RN, MN, PHN
Community Public Health Nursing Manager

Dated: 1/29/13

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Daniel Nielson
Daniel Nielson, MPA
Director
Health and Human Services Agency

Dated: 1-30-2013

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement #222-S1311 on the dates indicated below.

--C O U N T Y O F E L D O R A D O--

Dated: _____

By: _____

Ron Briggs, Chair
Board of Supervisors
"County"

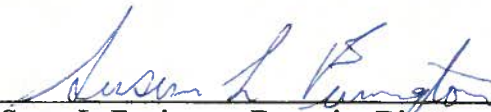
ATTEST:
James S. Mitrising
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

--C O N T R A C T O R--

SIERRA FOOTHILLS AIDS FOUNDATION, INC.
A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION

By: 
Susan L. Farrington, Executive Director
"Contractor"

Dated: 2-5-13

zmm