

CONTRACT FCED-0709-01

BETWEEN

EL DORADO COUNTY

AND

FAMILY CONNECTIONS EL DORADO, INC.

THIS CONTRACT, made this first day of July 2007, by and between the COUNTY OF EL DORADO, a political subdivision of the State of California, hereinafter called "County" and Family Connections El Dorado, Inc., a California 501c(3) corporation, and a community based organization serving El Dorado County, located at 344 Placerville Dr., Suite 10, Placerville, CA 95667, hereinafter called "Family Connections".

WHEREAS, the State of California, hereinafter referred to as "State", has executed a Medi-Cal Targeted Case Management (TCM) Provider Participation Agreement with the County as the Local Governmental Agency (LGA), and has assigned the County a TCM Provider Number, and has authorized the County to enter into written Contracts with others for the purpose of the provision of TCM services in accordance with Sections 14132.44 through 14132.49 and Section 1396 et seq., 42 Code of Federal Regulations (CFR) Part 95, California Welfare and Institutions (W&I) Code, Division 9, Part 3, Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 14200), and Title 22 California Code of Regulations (CCR), Division 3 (commencing with Section 50000), all as periodically amended; State issued policy directives; and with the federal Office of Management and Budget (OMB) Circular A-87, as periodically amended.

WHEREAS, assistance in providing TCM by Family Connections has been determined to be an effective method of assuring the availability and accessibility of Medi-Cal services to Medi-Cal eligible individuals served by Family Connections;

WHEREAS, County and Family Connections desire to establish a means of claiming costs necessary relative to the provision of Targeted Case Management (TCM) to assist eligible individuals in gaining access to needed medical, social, education, and other services as set forth in the United States Code (USC) Title 42, Section 1396n(g)(2);

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows;

I. MUTUAL OBJECTIVES

To ensure that Medi-Cal potentially eligible individuals, and their families where appropriate, served by County and Family Connections are informed of the Medi-Cal Program, how to access it, and are assisted in accessing the Medi-Cal Program if needed.

To ensure that assistance is provided to Medi-Cal eligible individuals, and their families where appropriate, in facilitating their receipt of services and activities in the Medi-Cal Program.

II. TERMS OF CONTRACT

The term of this Contract is July 1, 2007 through June 30, 2009, subject to the receipt and approval by County and the State of an Annual TCM Cost Report.

This Contract may be amended at any time by mutual written agreement of the two parties to this Contract. Family Connections must address a written request for amendment to County.

This Contract may be extended for one additional two-year period if mutually agreed to in writing by both parties hereto not less than thirty (30) days prior to the expiration of this Contract.

This Contract is being administered through County's Department of Human Services, Community Services Division.

III. DEFAULT, TERMINATION OR CANCELLATION

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

Notice given under this section shall specify the alleged default and the applicable Contract provision and shall demand that the party in default perform the provisions of this Contract within the applicable period of time. No such notice shall be deemed a termination of this Contract 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.

Either party may terminate this Contract, without cause, by delivering written notice of termination to the other party at least thirty (30) days prior to the effective date of termination.

IV. COMPENSATION

- A. County will have no obligation to Family Connections above funds received from the State for Targeted Case Management for the Community SPA. All compensation will be paid by the State to the County. The County will pay Family Connections as outlined in Paragraph C. The County will send the reimbursement to Family Connections within 60 days of receipt of the compensation at the County's Treasurer's Office.
- B. Reimbursement will be based on the number of Medi-Cal eligible Encounters documented by Family Connections on an Encounter Log. An example of the required information for this log is included as Exhibit A. The State will determine the Encounter Rate and Medi-Cal eligibility of each Encounter.
- C. Any revenue received by County as a result of a Family Connections claim will be distributed based on the following percentage methodology:

Family Connections Reimbursement*	80%
Administrative Fee Retained by County	10%
Audit Reserve Retained by County*	10%

***Note: An Audit Reserve equal to 10% of revenue received will be retained by the County. This Audit Reserve will be deducted from the revenue prior to the invoice payment to Family Connections.**

- D. The administrative fee retained by County shall be used to cover the cost of administering the TCM program and the claiming processes, including, but not limited to: claim preparation in consultation with Family Connections, claim processing, advocacy with State and Federal representatives on behalf of Family Connections, technical assistance, training, and quality assurance/quality improvement monitoring including on-site reviews.
- E. Those funds retained by County as a reserve to cover in part or in whole any fiscal exceptions which might occur as a result of a state or federal audit shall be held by County in accordance with Section IX of this Contract and any remainder after all final exceptions have been resolved shall thereafter be returned to Family Connections.
- F. This Contract is valid and enforceable only if Family Connections receives sufficient matching funds from governmental agencies that are available for the purpose of this program. The Contract is also subject to any additional restrictions, limitations or conditions enacted by the appropriate governing body which may affect the provisions, terms or funding of this Contract in any manner.

- G. It is mutually understood between the parties that this Contract may have been written before ascertaining the availability of congressional appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Contract were executed after the determination was made.
- H. This Contract will terminate without penalty at the end of any fiscal year in the event funds are not appropriated by the U.S. Congress for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Contract will terminate without penalty, at the end of the term for which funds are appropriated.
- I. Transfer of funds is contingent upon the availability of Federal Financial Participation.

V. COUNTY RESPONSIBILITIES

County will:

- A. Endeavor to enter into Contracts with the State on behalf of the County for the reimbursement of costs of providing TCM services at a reimbursement rate prescribed by Centers of Medicare and Medicaid Services (CMS).
- B. Provide Family Connections all relevant materials received from the State to assist in claiming for TCM reimbursement.
- C. Conduct an annual time survey for one month as selected by the State using the State Department of Health Services Time Survey Form. The survey will determine the percentage of time spent on providing TCM services. All non-TCM related activities and direct patient care services shall be time surveyed to non-TCM activities such as Other Programs or Direct Patient Care, as appropriate.
- D. Annually submit to the State a TCM Cost Report as prepared in conjunction with Family Connections.
- E. Using the monthly TCM encounter data provided by Family Connections, prepare TCM claims and submit TCM claims monthly to the State in accordance with directives from the State.
- F. Provide Family Connections with a quarterly status report on TCM claims submitted and revenue received.

- G. Perform quality assurance and quality improvement monitoring of Family Connections activities through desk review and on-site visit. County shall notify Family Connections at least 24 hours in advance of any such visit.
- H. Designate a liaison with Family Connections for issues regarding this Contract. All such issues shall be directed to:
 - El Dorado County
 - Human Services Department
 - Community Services Division
 - County Wide MAA/TCM Coordinator
 - 937 Spring Street
 - Placerville, CA 95667
- I. The county officer or employee with responsibility for administering this Contract is John Litwinovich, Director, Department of Human Services, or successor.

VI. FAMILY CONNECTIONS REPONSIBILITIES

Family Connections will:

- A. Perform TCM services as defined in the applicable state and federal regulations as follows, as an agent of County in order to improve the availability, accessibility, coordination, and appropriate utilization of preventative and remedial health care resources to Medi-Cal eligible individuals.
 - 1. Target Population: Title XIX eligible individuals defined as Medi-Cal eligible adults and children at risk of abuse and unfavorable developmental behavioral, psychological, or social outcomes including the following individuals:
 - a. Persons abusing alcohol or drugs, or both
 - b. Persons at risk of physical, sexual, or emotional abuse
 - c. Persons at risk of neglect

Payment for case management services will not duplicate payments made to public agencies or private entities under other program authorities for the same purposes.

Case management services provided in accordance with Section 1915(g) of the Social Security Act will not duplicate case management services provided under any home- and community-based services waiver.

There shall be a countywide system to ensure coordination among providers of case management services provided to beneficiaries who are eligible to receive case management services from two or more programs. Exhibit B, Performance Monitoring Plan, outlines the required procedures.

2. **Definition of Services:** Targeted case management services include needs assessment, setting of objectives related to needs, individual service planning, service scheduling, and periodic evaluation of service effectiveness. Case management services ensure that the changing needs of the Medi-Cal eligible person are addressed on an ongoing basis and appropriate choices are provided among the widest array of options for meeting those needs. Case management includes the following:

- a. **Assessment:** Analyzing each client's need for medical, social, educational and other services to determine appropriate resources and to develop a service plan.
- b. **Plan Development:** Includes the development of a written, comprehensive, individual service plan based upon the assessment, which identifies the activities and assistance needed to accomplish the objectives developed between the client and the case manager. The service plan describes the nature, frequency, and duration of the activities and assistance which meet the individuals' needs.

Specific client objectives are discussed and strategies for achieving the stated objectives are identified. This involves acquainting the client, parent, or legal guardian with sources of services in the community and providing information for obtaining services through community programs.

- c. **Linkage and Consultation:** Implementing the service plan includes consultation with providers and interagency coordination on behalf of the client and referral of the client to needed medical, social, educational, and other services, as well as follow-up to ensure services are received by the client.
- d. **Assistance in Accessing Services:** As necessary to facilitate communication between the client and the case manager and between the client and other providers of service, the case manager shall arrange for translation services. Facilitating access to services may also require arranging appointments and transportation to medical, social, educational and other services.
- e. **Crisis Assistance Planning:** The evaluation, coordination and arranging of immediate services or treatment needed in those

situations that appear to be emergent in nature or which require immediate attention or resolution in order to avoid, eliminate or reduce a crisis situation for a specific client.

- f. **Periodic Review:** Consistent with the client's needs, the case manager must periodically re-evaluate the client's progress toward achieving plan objectives. Based upon this review, it will be determined what changes to the client's plan should be made, if any, or if case management services are still appropriate.

B. Case management activities do not include:

1. Program activities of the agency itself which do not meet the definition of targeted case management.
2. Administrative activities necessary for the operation of the agency providing case management services rather than the overhead costs directly attributable to targeted case management.
3. Diagnostic and/or treatment services.
4. Services which are an integral part of another service already reimbursed by Medi-Cal.
5. Restricting or limiting access to services, such as through prior authorization.
6. Activities that are an essential part of Medi-Cal administration such as outreach, intake processing, eligibility determinations and claims processing.

C. Qualifications of Providers:

1. Case Management Agencies:
 - a. Must be a health care agency affiliated with a Local Governmental Agency, employing staff with case manager qualifications; and
 - b. Have the ability to evaluate the effectiveness, accessibility and quality of targeted case management services on a community-wide basis; and
 - c. Have established referral systems and demonstrated linkages and referral ability with essential social and health services agencies; and

- d. Have a minimum of five years experience in providing case management services to the targeted population; and
 - e. Have an administrative capacity to ensure quality of services in accordance with state and federal requirements; and
 - f. Have a financial management capacity and system that provides documentation of services and costs in accordance with OMB A-87 principles; and
 - g. Have a capacity to document and maintain individual case records in accordance with state and federal requirements; and
 - h. Have demonstrated ability to meet all state and federal laws governing the participation of providers in the state Medi-Cal program, including but not limited to, the ability to meet federal and state requirements for documentation, billing and audits.
2. Case Managers employed by the case management agency must meet the following requirements for education and experience as defined below:
- a. An individual with a Bachelor's degree from an accredited college or university, and completion of agency-approved case management training; or
 - b. An individual with an AA degree from an accredited college or university, and completion of agency-approved case management training and two years experience performing case management duties in a health or human services field; or
 - c. An individual who has completed an agency-approved case management training course with four years experience performing case management duties in a health or human field.
- D. The State assures that the provision of case management services will not restrict an individual's free choice of providers in violation of Section 1902(a)(23) of the Act.
- 1. Eligible recipients will have free choice of the providers of case management services.
 - 2. Eligible recipients will have free choice of the providers of other medical care under the plan.

3. Eligible clients will have the option to participate in the services offered under this plan.

- E. Implementation of Targeted Case Management as described in this State Plan Amendment is subject to retroactive changes in state law necessary to implement this amendment.

- F. Participate in an annual time survey for one month as selected by the State using the State Department of Health Services Form. The survey will determine the percentage of time spent on providing TCM services. All non-TCM related activities and direct patient care services shall be time surveyed to non-TCM Activities such as Other Programs or Direct Patient Care, as appropriate.

- G. Comply with enabling legislation, regulations, directives, policies, and program letters of the State Department of Health Services, as well as directives from County, which define program specific requirements.

- H. Assist the County with preparation of the annual TCM Cost Report for Family Connections. All required information will be due to County by October 10th. This information will be based on the prior fiscal year ending June 30th, and the time surveys as prescribed by the State that certifies the following:
 1. The availability and expenditures of 100 percent of the non-federal share for the provisions of TCM services from the County general fund or from any other funds allowable under federal law and regulation.
 2. The amount of funds expended for allowable TCM services.
 3. Expenditures represent costs that are eligible for federal financial participation.
 4. Costs reflected in the annual cost reports used to determine TCM rates are developed in compliance with the definitions contained in the Office of Management and Budget (OMB) Circular A-87.
 5. Case management services will not duplicate case management services provided under any home-and community-based service waiver.
 6. Claims for providing case management services will not duplicate claims made to public agencies or private entities under other program authorities for the same purposes.
 7. There exist established procedures for performance monitoring.

8. There exists a countywide system to prevent duplication of services and to ensure coordination and continuity of care among providers of case management services provided to beneficiaries who are eligible to receive case management services from two or more programs. See Exhibit B.
9. There exists a fee mechanism specific to TCM services provided.
- I. Submit to County monthly, on disk, in a format required by the State, the TCM encounters to be billed to CMS via the state. See Exhibit A.
- J. Provide copies of all contracts with Public Agencies or Departments that are being used as the non-federal match for TCM costs. Covenants to El Dorado County that these funds meet the definition of Certified Public Expenditures and are not being used to draw down Federal funds for another program. (See Exhibit C)
- K. Authorize County access to Family Connections data in their case management and accounting systems.
- L. Retain all necessary records for a minimum of three (3) years after the end of the quarter in which the expenditures were incurred for TCM and, if an audit is in progress, all records relevant to the audit shall be retained until the completion of the audit or the final resolution of all audit exceptions, deferrals and/or disallowance, whatever is later. The records shall fully disclose the type and extent of TCM performed by appropriate staff. Family Connections shall furnish said documentation and any other information regarding payments for performing TCM upon request, to County, State or the federal government.
- M. Be responsible to the State and the County for all requirements under this Contract, all state and federal legal requests for this program.
- N. Not discriminate against any person served by Family Connections because of race, religion, political beliefs, color, national or ethnic origin, ancestry, mental or physical disability, medical condition, marital status, age, sex or sexual orientation.
- O. Designate an employee to act as liaison with County for issues concerning this Contract. The designee for the term of the Contract shall be:

Wendy Wood, Executive Director
Family Connections El Dorado, Inc.
344 Placerville Drive, Suite 10
Placerville, CA 95667

VII. LIABILITY AND INDEMNITY

- A. To the fullest extent of the law, Family Connections shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Family Connections services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, Family Connections, subcontractor(s) and employee(s) of any of these, except to the sole, or active negligence of the County, its officers and employees, or as expressly provided by statute. This duty of Family Connections to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.
- B. Family Connections shall exonerate, indemnify, defend, and hold harmless County, its officers, agents, employees and volunteers from and against: Any and all Federal, State, and local taxes, charges, fees or contributions required to be paid with respect to Family Connections and its officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

VIII. INDEPENDENT CONTRACTOR/LIABILITY

Family Connections 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 Contract. Family Connections 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 Contract during the course and scope of their employment.

Family Connections shall be responsible for performing the work under this Contract 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 Family Connections or its employees.

IX. INSPECTIONS AND AUDITS

- A. Both parties to this Contract recognize that Family Connections is liable only for an audit exception which relates to targeted case management activities under this Contract, and has no liability for any other subcontractor which may enter into a similar contract with Community Service for the performance of targeted case management.

- B. To the extent that a federal audit disallowance and interest results from a claim or claims for which Family Connections has received reimbursement for targeted case management activities, County shall recoup from Family Connections which submitted the disallowed claim, through the Audit Reserve Funds, amounts equal to the amount of the disallowance plus interest in the fiscal year. In the event the Audit Reserve Funds are not sufficient to cover the disallowance, County shall recoup, within 30 days, the balance due of the disallowance from Family Connections.
- C. The Audit Reserve Funds will be held for a period of three (3) years after the Audit Reserve deduction is taken. If an audit is in process, the funds will be held until the audit is complete. Any funds not required for an audit discrepancy after the three-year period, will be returned, with interest which as been accrued monthly, to Family Connections on a bi-annual basis.
- D. Because the compensation paid to Family Connections pursuant to this Contract is comprised of federal and/or state funds, Family Connections shall comply with the following requirements:
1. Administrator, MAA/TCM Coordinator, any authorized representative of County, any authorized representative of the State of California, the Secretary of the United State Department of Health and Human Services, the Comptroller General of the United States, or any of their authorized representatives, shall have access to any books, documents, and records including but not limited to, medical and client records, of Family Connections which such person deem pertinent to this Contract, for the purpose of conducting an audit, evaluation, or examination, or making transcripts during the periods of retention set forth in Section VI, Paragraph L of this Contract. Such persons may at all reasonable times, inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in which they are provided or administered.
 2. Family Connections shall actively participate and cooperate with any persons specified in Section IX, Paragraph D.1, above in any evaluation or monitoring of services provided pursuant to this Contract, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.
 3. Family Connections shall obtain an annual financial statement audit in accordance with Government Auditing Standards (GAS). If Family Connections total federal expenditures, excluding Federal Medi-Cal/Medicaid, are \$300,000 or more, Family Connections must obtain an audit in accordance with OMB Circular A-133.

4. Family Connections shall maintain client records, books, documents, records, and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract, including any matching costs and expenses, all of which will be deemed to constitute "records" for purposes of this section. Such records shall clearly reflect the cost and scope of the services provided to each client.
5. Family Connections facility, office (or such parts thereof as may be engaged in the performance of this Contract) and its records shall be subject at all reasonable times to inspection and audit reproduction by County. All such inspections and copying shall occur during normal business hours.
6. Within fourteen (14) days after final audit is approved by Agency's Board of Directors, Family Connections shall forward to MAA/TCM Coordinator a copy of any audit report. Such audit shall include, but not limited to, management, financial, programmatic or any other type of audit of Family Connections' operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Contract.
7. Following any audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Contract or serious deficiencies in Family Connection's internal control structure, County may, at its own option, terminate this Contract as provided for in the Termination paragraph or direct Family Connections to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to Administrator or MAA/TCM Coordinator in writing within fifteen (15) days after receiving notice from County. The Administrator or MAA/TCM Coordinator has the right to approve and/or modify Family Connection's correction plan to meet any specified requirements identified in the audit report.
8. Family Connections will have two (2) months to implement the approved corrective action plan and to submit to County a written report of corrective action taken. Failure to implement said corrective action plan shall be cause for termination of this Contract.
9. County shall respond to all audits for Family Connections with reconciliation to County records. If County concurs with State findings, final payment of Family Connections' assessed disallowances shall be subject to provisions of paragraph B in this section.

X. MONITORING ACTIVITIES

Family Connections shall provide any necessary assistance to County in carrying out its QA/QI monitoring activities and inspection rights as provided in this Contract. Family Connections shall make available all records, materials, data information, and appropriate staff to authorized County, State, and/or Federal representatives, and shall cooperate fully in the monitoring and audit processes.

XI. INSURANCE

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Family Connections as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000 is required in the event motor vehicles are used by Family Connections in the performance of the Contract.
- D. Professional liability (for example, malpractice insurance) with a limit of liability of not less than \$1,000,000 per occurrence.
- E. Family Connections shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Family Connection agrees that the insurance required above shall be in effect at all times during the term of this Contract, Family Connections agrees to provide at least thirty (30) days prior to said expiration day, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Family Connections agrees that no work or services shall be performed prior to the giving of such approval. In the event Family Connections 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 Contract upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Contract are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
- I. Family Connections' insurance coverage shall be primary insurance as respects to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Family Connections 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 Family Connections 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, officials, employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Family Connections obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Contract.
- N. In the event Family Connections cannot provide an occurrence policy, Family Connections shall provide insurance covering claims made as a result of performance of this Contract for not less than three (3) years following completion of performance of this Contract.
- O. Certificate of insurance shall meet such additional standards as may be determined by the Contract County Department either independently or in consultation with the Risk Management Division, as essential protection of the County.

XII. INTEREST OF FAMILY CONNECTIONS

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

XIII. INTEREST OF PUBLIC OFFICIAL

No official or employee of County who exercise any functions or responsibilities in review or approval of services to be provided by Family Connections shall participate in or attempt to influence any decision relating to this Contract 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 Contract or the proceeds thereof.

XIV. LICENSES AND LAWS

- A. Family Connections, its officers, agents, employees and subcontractors shall, throughout the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws or regulations of the United States, the State of California, County or other applicable governmental agencies. Family Connections shall notify Administrator immediately and in such writing of its inability to obtain or maintain, irrespective of the pendency of the appeal, such permits, licenses, approvals, certificates, waivers and exemptions. Said inability shall be cause of termination of this Contract.
- B. Family Connections shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed.

XV. NOTICES

- A. 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 shall be specifically as addressed as follows:

To County: El Dorado County, Human Services Department, Community Services Division, County Wide MAA/TCM Coordinator, 937 Spring Street, Placerville, CA 95667 or such other location as the County directs.

To Family Connections: Family Connection El Dorado Inc., Executive Director, 344 Placerville Drive, Suite 10, Placerville, CA 95667 or to such other location as Family Connections directs.

- B. Family Connections shall notify Administrator or MAA/TCM Coordinator, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which may expose County to further liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss of or damage to any County property in possession of Family Connections
- C. For purposes of this Contract, any notice provided by County may be given by Administrator or MAA/TCM Coordinator.

XVI. CONFIDENTIALITY

Family Connections and County agree to keep all patient and client information confidential and will comply with all statutory and administrative requirements regarding confidentiality or patient and client information.

If El Dorado County receives any individually identifiable health information (“Protected Health Information” or “PHI”), El Dorado County shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (“HPAA”) and the regulations promulgated thereunder.

XVII. NO THIRD PARTY BENEFICIARIES

Neither party hereto intends that this Contract shall create rights hereunder in third parties including but not limited to any subcontractors or any clients provided services hereunder.

XVIII. WAIVER OF DEFAULT OR BREACH

Waiver of any default by Family Connections shall not be considered a waiver of any subsequent default. Waiver of any breach by Family Connections of any provision of this Contract shall not be considered a waiver of any subsequent breach. Waiver of any default or any breach by Family Connections shall not be considered a modification of the terms of this Contract.

XIX. VENUE

Any dispute resolution action arising out of this Contract, 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. Family Connections waives any removal rights it might have under Code of Civil Procedure Section 394.

XX. ENTIRE CONTRACT

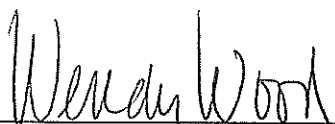
This document and the documents referred to herein or exhibits hereto are the entire Contract between the parties and they incorporate or supersede all prior written or oral Contracts or understandings.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first above written.

County

Family Connections

By: _____
Chairperson of the Board
Helen Baumann
County of El Dorado

By:  _____
Wendy Wood, M.P.A.
Executive Director
Family Connections
El Dorado, Inc.

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

**Exhibit A -- Targeted Case Management
Format for Encounters Submitted on Disk to El Dorado County
Required Software: Access or Excel**

Field Name	Start Position	End Position	Length	Type	Format	Option	Permitted Value	Notes
Case Manager ID	001	009	09	AN		Required		
Client ID (SS#)	010	018	09	AN	123456789	Required		
Dates of Service	019	028	10	Date	MM/DD/CCYY	Required		Must be equal to or greater than 7/01/2001
Date of Birth	029	038	10	Date	MM/DD/CCYY	Required		
Client Last Name	039	058	20	AN		Required		
Client First Name	059	073	15	AN		Required		
Client Middle Initial	074	074	01	AN		Optional		
Program Type Code	075	076	02	N		Required	13	13 is Home Visitation. This will be 13 for all encounters
Location	077	082	06	AN		Required	Office Home Other	
Newborn Date of Birth	083	092	10	Date	MM/DD/CCYY	Optional		
Field 1	093	102	10	AN		Required	123456	1=Documented Assessment 2=Development of written service plan 3=Linkage & Consultation 4=Assistance with Accessing Services 5=Crisis Planning 6=Periodic Review
Field 2	103	112	10	AN		Leave Blank		
Field 3	113	122	10	AN		Leave Blank		
Sub Program	123	126	04	AN		Leave Blank		

**Exhibit A -- Targeted Case Management
Format for Encounters Submitted on Disk to El Dorado County
Required Software: Access or Excel**

Field Name	Start Position	End Position	Length	Type	Format	Option	Permitted Value	Notes
Case Manager ID	001	009	09	AN		Required		
Client ID (SS#)	010	018	09	AN	123456789	Required		
Dates of Service	019	028	10	Date	MM/DD/CCYY	Required		Must be equal to or greater than 7/01/2001
Date of Birth	029	038	10	Date	MM/DD/CCYY	Required		
Client Last Name	039	058	20	AN		Required		
Client First Name	059	073	15	AN		Required		
Client Middle Initial	074	074	01	AN		Optional		
Program Type Code	075	076	02	N		Required	13	13 is Home Visitation. This will be 13 for all encounters
Location	077	082	06	AN		Required	Office Home Other	
Newborn Date of Birth	083	092	10	Date	MM/DD/CCYY	Optional		
Field 1	093	102	10	AN		Required	123456	1=Documented Assessment 2=Development of written service plan 3=Linkage & Consultation 4=Assistance with Accessing Services 5=Crisis Planning 6=Periodic Review
Field 2	103	112	10	AN		Leave Blank		
Field 3	113	122	10	AN		Leave Blank		
Sub Program	123	126	04	AN		Leave Blank		

**EXHIBIT B
EL DORADO COUNTY
PERFORMANCE MONITORING PLAN
FAMILY CONNECTIONS**

BACKGROUND

Payment for targeted case management services under Section 1915(g) of the Social Security Act may not duplicate payments made to public agencies or private entities under other program authorities for the same purposes. In general, payment may not be made for services for which no payment liability is incurred. Similarly, separate payment cannot be made for similar services which are an integral and inseparable part of another Medicaid covered service.

PURPOSE

The Performance Monitoring Plan is a countywide system that ensures coordination among providers of targeted case management services provided to beneficiaries who are eligible to receive case management services from two or more programs. Duplication of case management services may occur regardless of the payer of the program, i.e., case management services reimbursed through Medi-Cal and/or non-Medi-Cal programs, and are avoided through the systematic controls described in the Performance Monitoring Plan. The potential duplication of case management services reimbursed through a Medi-Cal and/or Medi-Cal payer may occur among and is not limited to the six Targeted Case Management programs.

The specific objectives of the Performance Monitoring Plan are:

1. To prevent duplication of service when a single Medi-Cal client receives identical Service Plan referrals and follow-up from more than one case manager.
2. To coordinate case management services to beneficiaries who are eligible to receive case management services from two or more programs.
3. To ensure coordination of services continuum and continuity of care.

DEFINITIONS

Duplication occurs when a Medi-Cal client receives case management services from two or more programs and the service(s) provided are for the same purpose. For example, it is duplication of

services when a single Medi-Cal client receives identical case management services, including Service Plan referrals and follow-up, from more than one case manager.

Duplication does not occur when a Medi-Cal client receives case management services from two or more programs if the service(s) provided are for different purposes. For example, it is not duplication of services if two case managers are working on substantially different Service Plans with the same Medi-Cal identified client.

POLICY

The case manager will ascertain and document in the client's case file if the client is receiving targeted case management services from other agencies or programs regardless of funding source. If the client is receiving other services, the case manager will document the name of the other agencies or programs, the nature and extent of the service(s) provided by the other agencies or program(s), regardless of funding source. The case managers will determine which case management services will be provided by each case manager.

The Performance Monitoring Plan will be located in a central location and a copy will be made available to Department of Health Services (DHS)/Centers for Medicare and Medicaid Services (CMS), staff upon request.

PROCEDURE

The procedure to ascertain whether the client is receiving other services the is responsibility of El Dorado County, Department of County and is reviewed on a case-by-case basis. Procedures are based on client declaration and a cross check with client identification.

IDENTIFICATION OF POTENTIAL DUPLICATION OF CASE MANAGEMENT SERVICES

1. Client Declaration Procedure

As part of the initial TCM assessment, the TCM case manager will ask the client, "Is anyone else helping you with (the need(s) identified through the TCM assessment) ?" The TCM program will rely on client declaration.

If the needs identified during the TCM assessment are not being addressed by other providers, then duplication does not exist. The TCM case manager will document in the client's file, "client states no other provider addressing the identified needs".

If the needs identified during the TCM assessment are being addressed by other providers, then duplication may exist. The TCM case manager will document in the client's file "Client states he/she is receiving assistance from (name of the other provider) for (need, e.g. job training)". In this case scenario, Family Connections has two options:

- a. The TCM case manager and the TCM Service Plan will not address that need or
- b. The TCM Case manager will coordinate with the other provider. (See Case Management Service Coordination below.)

CASE MANAGEMENT SERVICE COORDINATION

When a Medi-Cal client states that a TCM identified need is being addressed by another provider, the TCM case manager must determine whether potential duplication of case management services exists. If the TCM case manager is familiar with the level of services offered by the other provider and is confident that the client's needs will be met, then those needs can be excluded from the TCM Service Plan.

If the TCM case manager is not familiar with or confident in the services offered by the other provider, then case management service coordination is required to address the potential duplication of services. The TCM case manager must determine the nature and extent of the case management services offered by the other provider through the following procedures:

1. Phone verification of the case management services offered by the other provider.

The TCM case manager will phone the other provider to determine the nature and extent of case management services provided to the client. This information will be documented in the client's case file.

If it appears that the client's needs are being adequately met, the TCM case manager will not address those needs in the TCM Service Plan. Again, this information will be documented in the client's case file.

2. Interagency or interdepartmental case conferences

When two or more agencies that generally address different needs (e.g. Family Connections and Adult Probation) are working with the same client, it is advisable to conduct an initial and/or periodic case conference(s). The case conference(s) will delineate the areas of needs to be addressed by each entity and ensure coordination, continuum and continuity of care. The TCM case manager will document in the client's

case file that a case conference has occurred and that the needs included in the TCM Service Plan are not being addressed by other providers.

3. Collaborative Case Management

When more than one case manager is involved, the objectives of the Service Plan are achieved through an organized, collaborative mode of case management in which each member of the interdisciplinary team has responsibility for service activities in his/her area of expertise. One case manager maintains primary responsibility for assuring coordination of the functions of case management and service provision. An interdisciplinary case conference will be held in the event that the primary case manager determines a need to discuss client status with other service providers. Appropriate documentation will be maintained in the client's case file.

4. TCM Audit/Record file documentation of services offered by other case management providers.

If the TCM program serves clients that are regularly served by the other providers of case management services with Family Connections, the TCM coordinator will meet with the coordinator(s) of the other program(s) to determine an agreed upon division of responsibilities regarding case management. A memo to the TCM Audit/Record File is made regarding the Contracts between programs.

Once it has been established that different providers will address different client needs within the LGA when the TCM client is being served by one or more providers, then the TCM program can address the remaining needs without duplication occurring.

PERIODIC REVIEW

The El Dorado County, Department of County TCM Coordinator will conduct a periodic audit of randomly selected TCM case files to ensure that the case file documentation is in compliance with the LGA's TCM Performance Monitoring Plan.

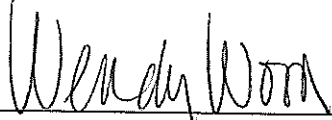
EXHIBIT C

COVENANT OF NON-FEDERAL MATCHING FUNDS FOR TARGETED CASE MANAGEMENT

Family Connections covenants that it has the availability of match funds for the Targeted Case Management Program that are not received from private sector sources and that meet the definition of Certified Public Expenditures (CPE). Certified Public Expenditures (CPE) are defined as: (1) public funds that are not federal funds; or (2) federal funds authorized by Federal law to be used to match other federal funds; or (3) public funds appropriated directly to the State or local Medicaid agency or transferred from other public agencies (including Indian tribes) to the State or local agency that remain under that agency's administrative control; or (4) funds certified by the contributing public agency as expenditures eligible for FFP.

Family Connections further covenants that the funds available for match are not being used as match for any other program. Family Connections will provide the MAA/TCM Coordinator with copies of contracts and an analysis of the CPE available to draw down the federal funds.

Family Connections

By: 
Wendy Wood, M.P.A.
Executive Director
Family Connections
El Dorado, Inc.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 12/20/2006
PRODUCER ISU Ins Services-Atwood Agency 800 Pacific St. Placerville, CA 95667 530-626-2533	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Family Connections El Dorado, Inc 344 Placerville Drive, #10 Placerville, CA 95667	INSURERS AFFORDING COVERAGE	
	INSURER A: Nonprofits' Insurance Alliance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	2006-7912	12/01/06	12/01/07	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$ 50,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COM/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2006-7912	12/01/06	12/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
	OTHER A Professional Liability	2006-7912	12/01/06	12/01/07	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000,000 Occurrence \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate Holder is included as Additional Insured, only in so far as the operation contract with certificate holder policy 2006-7912 per CG 2026 07 04

CERTIFICATE HOLDER El Dorado County Attn: Dept. of Human Services 937 Spring Street Placerville, Ca 95667	<input checked="" type="checkbox"/>	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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