

# ORIGINAL

## AGREEMENT FOR SERVICES #291-S1110

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”) and Whole Person Learning, Inc., duly qualified to conduct business in the State of California, whose principal place of business is 11816 Kemper Road, Auburn, California 95603 and whose Agent for Service of Process is Christina Nicholson, 11816 Kemper Road, Auburn, California 95603, (hereinafter referred to as “Contractor”) (collectively hereinafter referred to as the “Parties”);

### RECITALS

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide Transitional Housing Placement-Plus services to eligible young adults ages 18 and not yet 24 years old who have emancipated from court ordered out-of-home foster/probation care at age 18 or as specified in the THP-Plus guidelines and as referred by the Department of Human Services; 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 provisions of these services provided by Contractor is in the public’s best interest and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code 31000;

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

## **ARTICLE I**

**Scope of Services:** Contractor shall operate a Transitional Housing Placement-Plus (“THP-Plus”) program in accordance with the requirements of the California Welfare & Institutions Code (“WIC”) and the California Department of Social Services (“CDSS”) on behalf of the El Dorado County Department of Human Services (“DHS”). The goal of the program is to provide a safe living environment while helping youth achieve self-sufficiency so that they can learn life skills upon leaving the foster care support system. Responsibilities for the implementing, operating, maintaining and evaluating a THP-Plus program for El Dorado County are as follows:

### **A. Contractor Responsibilities**

Whole Person Learning (“WPL”) shall continuously operate a THP-Plus program for up to nine (9) youth (“Participant”) in the DHS THP-Plus program in accordance with CDSS Regulations, Div 30, Chapter 30-912-920-Social Services Standards Manual, including all of the requirements as set out in WIC Section 16522.1, §(h)(1)-(21).

#### **1. Eligibility**

The Housing Opportunities Providing Experience (“HOPE”) THP-Plus program (“Program”), administered by Whole Person Learning, shall serve young adults ages 18 and not yet 24 years old who have emancipated from court ordered out-of-home foster/probation care at age 18, or as specified in the THP-Plus guidelines. These eligible Participants shall also have established and be pursuing the goals identified in their County-approved Supportive Transitional Emancipation Program (“STEP”) Transitional Independent Living Plan (“TILP”).

Whole Person Learning shall work closely with El Dorado County Independent Living Program (“ILP”) and/or other county ILP Coordinators to verify proof of dependency, age at emancipation, placement type and ILP participation.

#### **2. Non-discrimination**

The Program shall not discriminate on the basis of race, color, national origin, age, religion, political affiliation, gender, mental or physical disability, sexual orientation, or any other basis protected by federal, state or local law, ordinance or regulation. Participant who were wards of the court as described in Welfare and Institutions Code Section 602 and youth receiving psychotropic medications shall be eligible for consideration and shall not be automatically excluded due to these factors.

#### **3. Separate Property Management and Service Provider Functions**

By utilizing the direct lease model of scattered site housing, Participant shall directly lease their apartments with HOPE Youth Coaches and Directors assistance and oversight in order to assure housing stability. In order to stay in the Program, Participants must keep the agreements of their lease. The functions of property management and service delivery shall be separate.

#### **4. Participant Application and Selection Criteria**

Participant shall begin the THP-Plus application process by completing a referral form with the referring contact person. Participant shall be screened for eligibility requirements. When a housing slot becomes available, Participant and their supports, which includes but is not limited to the referring contact person, their ILP worker, a youth or parent advocate and other permanent supports, shall attend an application meeting where they shall review the Transitional Housing

Policies and Tenant/Provider Contract Agreement. If, after reviewing these documents, Participant decides to continue the application process, they shall be required to complete an application form and provide three (3) references. In addition, Participant shall be required to attach their current budget and TILP. The application, references and supporting documents shall be reviewed by WPL using the following criteria:

- Participant must be actively participating in or have a history of active participation in a County-sponsored ILP for at least the last three (3) months.
  - Active participation is defined as meeting with a County ILP worker for all scheduled appointments, calling to cancel if unable to participate and working toward goals as identified in their TILP.
- Participant must be actively involved in a mental health and/or substance abuse treatment program, as recommended by a licensed and/or certified practitioner.
- Participant is willing to participate in all aspects of the Program and follow all Program policies.
- Participant is willing to participate with a support team in decision-making and goal setting for success in the Program.
- Participant does not have sufficient resources available through other agencies/private funding.
- Pregnant or parenting Participant(s) may be given priority if she/he meets all the guidelines.
- Older Participant(s) (ages 20-23) may be given priority, if he/she meets all other guidelines.
- Participants who are homeless or pending immediate homelessness may be given priority if he/she meets all other guidelines.

If Participant meets the above criteria, an interview shall be scheduled with Participant and their supports. The THP-Plus interview panel shall consist of, at minimum, at least one (1) DHS representative and at least one (1) HOPE administrative staff. Interview questions shall reflect the above criteria to ascertain the strengths and needs of Participant. If required or requested by DHS, a second interview may be scheduled. Upon completion of the interview(s), the interview panel shall come to a decision whether or not to accept or reject the application. Application acceptations shall be made via phone call and in writing. Application rejections shall be made in writing and shall include specific information regarding why Participant was not accepted.

Upon acceptance into the HOPE THP-Plus Program, Participant, Participant's transition team, HOPE staff and other members of Participant's support team shall review Participant's HOPE Tenant/Provider Contract Agreement, all Policies, Lease Agreements and Plan for Fiscal Self-Sufficiency which shall clearly outline the responsibilities of Participant and service provider(s) and shall be written in Participant-appropriate and understandable languages and formats. These policies and agreements shall be signed by Participant and all other parties upon formal entry into the Program.

If a Participant is terminated from or not accepted into the HOPE THP-Plus Program, he/she may be given the opportunity to be reconsidered for Program participation using the following requirements:

- A new THP-Plus referral shall be made.
- A "Request for Reconsideration" shall be completed in writing by Participant stating why he/she was terminated from the Program, what progress has been demonstrated in the areas that resulted in his/her termination and what shall be done differently in the future to ensure

that a same or similar situation shall not occur. Supporting documentation shall be required as evidence of Participant's progress.

- A team meeting with Participant and their past and current supports shall be held to discuss a specific plan that outlines Participant's transition goals, how Program requirements shall be met in the future and how previous actions shall not be repeated.
- Participant shall be required to maintain his/her goals for a specified period of time as outlined in their plan before their referral is reconsidered.

## **5. Monitoring Placements**

Placements shall be monitored by extensive tracking of Participant's progress toward their identified goals as outlined in Participant's Transition Plans and Supportive Transitional Emancipation Program Transitional Independent Living Plans (STEP TILP). Transition Plans shall be created and updated on a quarterly basis with Participant, their support team and HOPE Youth Coaches. Participant's Tenant Provider Contract Agreement and Plan for Fiscal Self Sufficiency, which outlines the financial commitments for both Participant and HOPE, shall also be continually monitored to ensure Program compliance. HOPE Youth Coaches shall meet with Participant on at least a weekly basis to work toward the completion of Participant's individual goals. Whole Person Learning shall, with prior DHS knowledge and approval, also participate in the Statewide THP-Plus Participant Tracking System. Entrance, quarterly, six-month and exit follow up reports shall be completed for each Participant that participates in the Program. Participant shall also complete annual youth satisfaction surveys to measure the success of the Program. Data shall be continuously updated and progress reports shall be provided to DHS on a quarterly basis.

## **6. Education Requirements**

Participant shall regularly attend school, obtain a high school diploma or GED and/or participate in a job-training program. Once he/she meets these goals, they agree to further their education through participation in college, trade school or other vocational training. HOPE Youth Coaches shall regularly monitor progress in school, work or vocational training.

## **7. Work Requirements**

Participant is expected to obtain employment and maintain a paying job. If Participant is not working, he/she shall register and actively participate in job seeking through the local One-Stop Career Center and other employment resources, while actively continuing to search for jobs and/or perform volunteer/community service work. ILP and HOPE Youth Coaches shall also assist with employment search and other employment resources.

## **8. Savings**

Participant shall open a savings account. Participant shall be encouraged to save up to 50% of their monthly earnings (for at least the first six [6] months). As Participant's portion of rent increases the savings requirement may be reduced. HOPE shall contribute \$50.00 per month on behalf of Participant in an interest bearing savings account in any bank or savings institution whose deposits are insured by the FDIC or the Federal Savings and Loan Insurance Corporation. If there are no fees due to the apartment complex above and beyond Participant's initial deposit amount(s), the principal and interest in said savings account shall be distributed to Participant when they leave the Program.

## **9. Personal Safety**

Local emergency phone numbers shall be posted by the telephone in Participant's housing unit and these numbers shall include fire, police and HOPE Youth Coach phone numbers. Participant shall be encouraged to complete First Aid and CPR classes within ninety (90) days of admission to Program. Participant shall be expected to exercise safe and responsible behaviors at all times. Participant shall also be provided with El Dorado County Mental Health 24/hour crisis line phone number, which is 530/622-3345.

## **10. Visitors**

Policies regarding visitors shall be as follows:

- No visitors shall stay in apartment overnight without prior approval of roommate and proper notification to HOPE Youth Coaches.
- No visitors shall be allowed into apartment without permission of roommate.
- Participant shall be held accountable for any problems or damages caused by his/her visitors. Monitoring the behavior of Participant's visitor is the responsibility of Participant and visitors shall be told to leave if they act inappropriately.
- Visitors in possession of drugs and or alcohol or under the influence of drugs and alcohol are not allowed into apartments.
- Visitors possessing weapons of any kind are not allowed into apartments.
- Runaways are not allowed into apartments at any time. Knowingly allowing a runaway into an apartment can result in immediate Program termination.
- Any problems concerning a visitor shall be reported immediately to Hope Youth Coaches or appropriate authority.

## **11. Emergencies**

In the event of a life threatening emergency, Participants shall be instructed to dial 911. An evacuation plan and emergency phone numbers list shall be posted in Participant's unit. All emergencies must immediately be reported to HOPE Youth Coaches. A staffed 24-hour crisis line shall be available seven (7) days a week through El Dorado County Mental Health at 530/622-3345.

## **12. Medical Requirements**

HOPE Youth Coaches shall help Participant identify and access medical resources within the community. Staff shall work with Participant to arrange transportation to all medical appointments. If a medical condition could result in harm to self or others, documentation may be required to continue or participate in THP-Plus.

## **13. Child Care**

Childcare plans shall be developed with a team approach, if appropriate/needed.

#### **14. Pregnancy**

Participants who become pregnant or are parenting during the course of the Program shall be encouraged to continue in the Program unless there is a medical reason for them not to live independently. The unique needs of Participant (e.g. maternity leave, parenting classes, assistance with childcare referrals and modified work or school schedules) shall be addressed with a team approach.

#### **15. Curfew**

In the spirit of running a Program that allows the greatest amount of freedom possible, Participant shall be responsible for their own hours. However, without exception, the rules of the housing complex regarding quiet time shall be adhered to by Participant.

#### **16. Apartment Cleanliness**

Each Participant shall be responsible for the order and cleanliness of his or her apartment. HOPE Youth Coach shall assist Participant in learning how to maintain healthy living environments.

#### **17. Budgeting**

Participant shall be required to create and maintain a realistic budget with assistance of their HOPE Youth Coach. Participant and their HOPE Youth Coach shall review all financial records together, including bank statements, on at least a monthly basis. Participant shall also keep a check register of all monies spent and review it on a weekly basis with their HOPE Youth Coach. Participant shall be required to discuss major purchases (anything above \$50.00) with HOPE staff prior to purchase, unless item is required for an emergency situation. Participant shall work with HOPE staff regarding the consequences of unauthorized purchases and accumulating debt.

#### **18. Care of Furnishings**

The Program shall provide Participant with basic furnishings for their apartment. If Participant damages or destroys any property they shall be responsible to pay for the damages. If Participant chooses to change residence upon their graduation from the Program, said basic furnishings will become the property of Participant and Participant agrees to make arrangements to take these furnishings with them.

#### **19. Cars**

Driving any motor vehicle while Participant is uninsured or unlicensed may lead to immediate termination from the Program. Participant shall adhere to the parking rules of the housing complex.

#### **20. Lending or Borrowing Money**

Participant shall be advised not to borrow or lend money. Consequences of debt or lending shall be discussed before entering into a contract. Participant realizes that the HOPE staff shall not lend money to Participant. Before entering into any contractual agreement, such as credit card, auto loan, rental or purchase, Participant shall obtain prior permission from their HOPE Youth Coach.

## **21. Dating**

Participant shall be responsible for making healthy decisions regarding dating. All policies regarding visitors apply to “dates.” Any problems concerning a visitor or date should be reported immediately to HOPE staff or the appropriate authority. Policies regarding termination or disciplinary action may also involve said “dates.”

## **22. Disciplinary Measures/Termination**

When Participant enters Program, they shall sign an agreement that outlines the following possible reasons for termination from the Program and disciplinary measures:

- Participant acts in such a way that their behavior is dangerous to themselves or others. Without exception, domestic violence or violence towards others will not be tolerated.
- Participant refuses to take part in the Program requirements, e.g., not keeping appointments with HOPE Youth Coach.
- Participant’s abuse of alcohol or any non-prescribed or prescribed drug(s).
- Participant choosing not to attend or participate in their mental health and/or substance abuse treatment Program, as recommended by a licensed or certified practitioner.
- Participant stays away from apartment for an extended period of time without notifying their HOPE Youth Coach.
- Participant allows runaway(s) to stay at apartment.
- Participant is affiliated in any way with gang-related individuals or activities.
- Participant drives a motor vehicle while Participant is uninsured or unlicensed.
  - Participant severely damages or destroys property, including those contained in Participant’s apartment.
- Participant breaks the rules of lease/apartment complex.
- The HOPE Youth Coach requests their removal.
- Participant decides that they no longer want to participate in the Program.

Depending upon the severity of the issue, the following process of notification and corrective action may, with prior DHS approval, be used:

- HOPE Youth Coach shall note and discuss the issue with Participant. Needed changes and/or corrective action shall be identified.
- A First Written Notice shall be issued to Participant with a copy to DHS.
  - A team meeting with Participant’s supports and DHS staff shall be completed for review and update of Tenant/Provider Contract Agreement to include necessary changes for continued participation in Program.
- A Second Written Notice shall be issued to Participant with a copy to DHS.
  - A team meeting with Participant’s supports and DHS staff shall be completed for review and update of Tenant/Provider Contract Agreement to include necessary changes for continued participation and/or possible termination at Third Notice.
- Third Notice and final notice shall be issued to Participant with a copy to DHS.
  - A team meeting with Participant’s supports and DHS staff shall be completed to discuss transition out of THP-Plus.
- Under certain circumstances, e.g. violation of safety issues, immediate action and/or termination may be taken.
- Counseling memos, with a copy to DHS, may be issued for less severe non-compliance.

- Discontinuance from Program shall occur when all other options are exhausted or when there is a violation of the Transitional Housing Participant Misconduct Act.

### **23. Independent Living Program Requirements**

- **Complete ILP Goals and Activities**

HOPE staff, with the assistance of DHS ILP staff, shall ensure each Participant has completed their Supportive Transitional Emancipation Program Transitional Independent Living Plan. HOPE staff shall then coordinate services with ILP and other community service providers to ensure that progress is made toward the goals and skill development as identified in Participant's plan.

- **ILP Updates**

Participant's STEP TILP shall be updated annually and as needed to reflect changes.

- **Evaluate Progress with ILP Goals**

Participant shall complete their STEP TILP at entry into the Program. The STEP TILP shall provide baseline data on education, employment, health, housing, financial status and permanent supports. Participant's goals in these areas shall be identified, monitored and/or completed at quarterly transition meetings, using the more individualized transition plan. HOPE Youth Coaches shall coordinate services with ILP and other community service providers to ensure that progress is made toward the goals and skills identified in these instruments. Data shall be continuously updated and progress reports shall be provided to DHS on a quarterly basis.

### **24. Tenant Rights**

Contractor shall take all actions necessary and as provided in the Transitional Housing Participant Misconduct Act (California Health and Safety Code Section 50580 et seq.) and in compliance with California landlord-tenant law (California Civil Code Section 1940 et seq.), to protect the safety of all Participants in the Program in the event that any Participant becomes abusive (as "abuse" is defined in California Health and Safety Code section 50582(a)).

During such removal proceedings, Contractor may continue to invoice the County for services provided to Participant who is the subject of the removal proceedings so long as Participant remains in the THP-Plus housing that is provided by Contractor. In the event of an eviction process (unlawful detainer action) against a THP-Plus Participant, Contractor may continue to invoice the County for the actual period of time that the THP-Plus Participant remains in the Contractor-provided THP-Plus housing for a maximum period of time not to exceed two (2) months. In the event that the CDSS modifies existing rules, regulations, or guidelines or issues new rules, regulations, or guidelines regarding payments to THP-Plus providers during removal proceedings, Contractor shall comply with the currently issued rules, regulations, and guidance during the term of this Agreement.

If a Participant is terminated from the Program, all Program services and financial assistance shall be discontinued. The property manager shall be notified that there shall no longer be an agreement with Whole Person Learning to support Participant's placement. If Participant can continue to afford the apartment, they may choose to continue their lease on their own.



## **25. Free From Arbitrary and Capricious Rules/Grievance Procedures**

Participants participating in Program shall be free from arbitrary and capricious rules. Participant shall be provided a fully executed copy of all Program Policies, Agreements and Lease Agreements and which shall be written in Participant-appropriate and understandable languages and formats. These policies and agreements shall be reviewed with Participant's transition team and signed by Participant and all other parties at entry into the Program.

Participant shall have the right to appeal any loss of services and financial assistance before they are suspended (unless it is an emergency involving imminent harm). Participant has the right to a grievance procedure. If Participant is not satisfied with the Program and/or has a complaint or grievance, they shall discuss their concerns with their HOPE Youth Coach, the HOPE Program Director, the El Dorado County DHS THP-Plus Program liaison and/or the El Dorado County Ombudsman. If necessary, mediation services may be utilized in an effort to reach mutual resolution.

## **26. Right to Confidentiality**

Whole Person Learning shall assure that all Program Participants' right to confidentiality is honored and respected. This right applies to the dissemination, storage, retrieval and acquisition of all identifiable information. Information about a Participant's receipt of services shall not be released without a prior written release of information from Participant.

## **27. Right to Privacy**

Participant's right to privacy shall be respected. Information shall only be requested from Participant when it is specifically needed for provision of services. Written documentation verifying the necessity of information shall be provided if requested by Participant. Participant shall be required to give information as a condition of receiving services.

## **28. Participant – Provider Contract**

Upon entry into the Program, Participant, HOPE staff and other members of Participant's support team shall review Participant's Program Tenant/Provider Contract Agreement and Plan for Fiscal Self-Sufficiency that outlines the responsibilities of Participant and service provider(s).

## **29. Housing Statutes**

### **• Fair Housing**

Whole Person Learning shall assure compliance with California landlord-tenant law (Civil Code Section 1940, et seq.) and /or Transitional Housing Misconduct Act (Health and Safety Code Section 50580, et seq.). WPL shall be responsible for ensuring that Participant's fair housing rights are respected (e.g., proper noticing, etc.). HOPE staff shall work with property managers and housing agencies to access resources and materials that shall help to confirm proper compliance with state and federal fair housing laws.

### **• Housing Laws and Fire Clearance**

HOPE staff shall work with property managers and housing agencies to assure compliance with all federal, state and local housing laws and fire clearance requirements.

### **30. Employee Regulations**

- **Criminal Background Checks**

Criminal record clearances shall be required for all Whole Person Learning employees. WPL shall ensure complete criminal background checks have been properly provided on all employees who shall be providing Program services.

- **Employment Criteria**

A total of two (2) Participant Coaches and two (2) Program Directors (one [1] acting as Program Administrator) shall be available to El Dorado County THP-Plus Program Participants. All staff shall be required to have prior experience working with transition age youth, be at least 21 years of age, have passed criminal background checks as detailed above and DMV screenings. Staff are also required to own and effectively maintain a personal vehicle, possess a valid State of California drivers license, carry a minimum of 100/300/100 automobile liability insurance coverage, have recent negative TB tests and current CPR/First Aid Certifications.

All staff shall also have experience in providing direct service with youth in or emancipated from foster care including but not limited to assisting and supporting youth in securing safe and stable housing, training in financial management, career development and job seeking/keeping skills, obtaining high school completion and pursuing higher education, locating and accessing community resources, maintaining physical and mental well being; completing and tracking progress of transitional plans, evaluating youth progress and coordinating services with various county and community support groups. HOPE Youth Coaches shall also have the understanding and ability to coordinate services with county and community resources and knowledge of tenants' rights and fair housing laws.

Program Directors shall have experience in direct service with youth, in securing, implementing and monitoring government contracts, creating and reviewing policies, procedures and contract agreements, understanding and evaluating THP-Plus Program requirements, supporting and evaluating staff progress, building and maintaining relationships with property managers, county and community partners, developing and presenting trainings, effective communication, conflict resolution, strong human resources management and financial management skills.

### **31. Training Program**

HOPE staff shall continually receive ongoing training to address the needs of transition-age Participants, particularly Participants who have emancipated from foster care. Training shall include but not be limited to transitional housing, culturally competent services, life skill assessments, positive youth development, suicide intervention, gay/lesbian/bisexual/transgendered/questioning (GLBTQ), Bridges out of Poverty, Dealing with Difficult People, Understanding the Dynamics of Child Abuse and the Child Welfare System in California, Life Skills Coaching, Workforce Development, Collaborative Approaches to Service, Permanency Outcomes for Youth in Out of Home Care, assessing mental health needs, accessing scholarships, and all other relevant trainings necessary to ensure the successful transition of emancipated youth. HOPE Youth Coaches shall also meet every other week as a team to engage in the on-going process of learning how to individualize service and allow Participant the maximum amount of freedom.

### **32. Progress Reports**

Contractor shall submit quarterly progress reports to County, which reflect progress made in implementing the services and achieving the outcomes as detailed in this Agreement.

### **B. County Responsibilities**

DHS shall assign a Program Manager or Supervisor to be responsible for monitoring Program and assisting WPL in solving any problems that may be barriers to its implementation. Their responsibilities shall include:

1. Review quarterly progress reports
2. Review invoices and authorize payments in a timely manner
3. Meet with WPL as needed for Program start-up and implementation
4. Attend Transition Review Team meetings to review applications, Program and Participant progress.

### **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by all Parties hereto and shall expire three (3) years from that date.

### **ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days following County's receipt and approval of itemized invoice(s) identifying services rendered. Contractor shall submit monthly invoices no later than fifteen (15) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with "Scope of Services." Invoices from Contractor received by County and/or submitted for payment from Contractor and accepted by County shall not be deemed evidence of allowable Agreement costs. Failure to submit invoices by the 15<sup>th</sup> of the month following the end of a service month may result in a significant delay in payment. Contractor shall bill County using the attached sample invoice, or a similar invoice, containing all of the same necessary and pertinent billing information. Contractor shall submit only original invoices accompanied by copies of applicable written authorization(s) for requested service(s) and approved report(s) for services provided. Photocopied invoices shall only be accepted upon pre-approval of the Director, Assistant Director or Chief Fiscal Officer. Faxed invoices shall not be accepted. Contractor shall ensure only billing information is included on the invoice. Information related to clients' diagnosis, prognosis or treatment is not permitted on the invoice. Invoices with "white-out" types of corrections shall not be accepted.

Agreement the billing rate shall be \$2,396.00 per month per Participant and said monthly rate shall be prorated per Participant for any month in which only a partial month of service was provided, based upon available funding and upon written approval from County's Independent Living Program Manager. This rate shall be inclusive of all Contractor costs including but not limited to travel, transportation, lodging, meals, supplies and incidental expenses.

Funding by County for this Agreement is subject to an allocation of funds from the State of California each fiscal year. In the event that funds are not allocated from the State of California

for the fiscal years covered by this Agreement, Contractor agrees to discontinue providing and invoicing for the services set forth in this Agreement.

Invoices are to be sent as follows:

El Dorado County  
Department of Human Services  
Attn: Accounting Unit  
3057 Briw Road  
Placerville, CA 95667

The total of this Agreement shall not exceed \$776,304.00 for the stated term.

#### **ARTICLE IV**

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

#### **ARTICLE V**

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

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

misdemeanor or been on parole or probation and (2) that the applicant understands that a background check shall be conducted and that he or she shall be immediately dismissed from employment if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.

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

#### **ARTICLE VI**

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

1. Verifying that the Medi-Cal beneficiary is eligible to receive Medi-Cal services at the time the client is referred for service; and
2. Verifying El Dorado County as the responsible County; and
3. Assessing for valid full scope aid codes; and
4. Monthly verification of client eligibility during the time the services are provided to the client.

#### **ARTICLE VII**

**Nondiscrimination:** Assurance of compliance with the El Dorado County Department of Human Services nondiscrimination in State and Federally assisted programs requirements as follows:

Contractor hereby agrees that they shall comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 (c), (h) (1), (i), and (j); California Government Code Section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their implementing regulations (including 45 Code of Federal Regulations [CFR] Parts 80, 84 and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief, be excluded from participation in or be denied the benefits of, or be

otherwise subject to discrimination under any program or activity receiving Federal or State financial assistance; and hereby give assurance that it shall immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal and State assistance; and Contractor hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, shall be prohibited.

Contractor and County Representative shall, with oversight from the DHS Civil Rights Coordinator, develop and implement a plan to allow County to monitor Contractor's non-discrimination and civil rights policies and procedures, as required by the CDSS. Monitoring shall include, but is not limited to: accommodation of individuals with hearing impairments, visual impairments and other disabilities; appropriate language services, including bilingual interpreters available to provide services and how written information is effectively communicated to individuals requiring accommodations; procedures for informing Participants and potential Participants of their civil rights, adequate Contractor staff training in the civil rights and cultural awareness requirements of Division 21; and procedures on informing Participants or potential Participants of their civil rights.

By accepting this assurance, Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or Federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on Contractor directly or through contract, license, or other provider services, as long as it receives Federal or State assistance.

County policy is intended to be consistent with the provisions of all applicable State and Federal laws.

## **ARTICLE VIII**

**HIPAA Compliance:** All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information. Contractor shall not allow access to, disclose or use, directly or indirectly, at any time any such confidential information. If Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), Contractor 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 ("HIPAA") and the regulations promulgated thereunder.

## ARTICLE IX

**Confidentiality and Information Security Provisions:** Contractor shall comply with applicable laws and regulations, including but not limited to The Code of Federal Regulations, Title CFR45, parts 160-164, regarding the access to and confidentiality and security of personal identifiable information (PII) and the Social Security Act §1106 regarding disclosure of information in possession of an Agency.

Personal identifiable information (PII) means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

### A. Permitted Uses and Disclosures of PII by Contractor.

- (1) Permitted Uses and Disclosures. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.
- (2) Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor shall:
  - (a) Use and disclose PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
  - (b) Take all reasonable steps to destroy, or arrange for the destruction of a customer's records within its custody or control containing personal information which is no longer to be retained by Contractor by (1) shredding, (2) erasing or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

### B. Responsibilities of Contractor.

- (1) Contractor agrees to safeguards:
  - (a) To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
  - (b) Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
  - (c) Contractor shall implement appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent

with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.

- (2) Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
  - (a) Network based firewall and/or personal firewall; and
  - (b) Continuously updated anti-virus software; and
  - (c) Patch-management process including installation of all operating system/software vendor security patches.
- (3) Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors in violation of the requirements of this Agreement.
- (4) Agents and Subcontractors of Contractor. To ensure that any agent, including a subcontractor to which Contractor provides PII received from County, or created or received by Contractor, for the purposes of this Agreement shall comply with the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (5) Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII and/or data, where the information and/or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer at (530) 621-5852. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

## **ARTICLE X**

**Accounting Systems And Financial Records:** Contractor shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all federal funds received, including all matching funds from the State, County and any other local or private organizations. Contractor's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 28 Code of Federal Regulations (CFR), Part 66, and all current revisions of OMB Circular A-87. More particularly, Contractors are responsible for complying with OMB Circular A-87 and 28 CFR, Part 66, and the allowability of the costs covered therein. Contractor must obtain written approval from DHS Executive Management prior to the expenditure of any "special" or unusual costs in order to avoid possible disallowances or disputes based on any potential unreasonableness or unallowability of expenditures as detailed under the specific cost principles of OMB Circular A-87.



## **ARTICLE XI**

**Annual Audit:** Pursuant to the Single Audit Act and the Office of Management and Budget (OMB) Circular A-133, any entity that receives a total of \$500,000 or more per year in federal funds for the purposes of carrying out federal programs must complete an annual audit. The funding threshold is aggregate funds from all sources. A complete and current copy of OMB A-133 is available at <http://www.whitehouse.gov/omb/rewrite/circulars/a133/a133.html>

## **ARTICLE XII**

**Access to Records:** Contractor shall provide access to the Federal, State or local Contractor agency, the Controller General of the United States, or any of their duly authorized Federal, State or local representatives to any books, documents, papers, and records of Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

## **ARTICLE XIII**

**Compliance with All Federal, State and Local Laws and Regulations:** Contractor shall comply with all Federal, State and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42USC12101 et. seq.) and California Government Code Sections 11135-11139.5 and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from County's Department of Human Services.

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

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

## **ARTICLE XIV**

**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 shall not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial

interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation."

#### **ARTICLE XV**

**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 XVI**

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

#### **ARTICLE XVII**

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

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

#### **ARTICLE XVIII**

**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 XIX**

**Fiscal Considerations:** The Parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County shall 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 County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XX**

### **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 with 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.
- B. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: Either party may terminate this Agreement in the event the other party 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: Either party may terminate this Agreement in whole or in part seven (7) calendar days upon written notice to County for any reason. If such prior termination is effected, County shall pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, El Dorado reserves the right to take over and complete the work by contract or by any other means.

**ARTICLE XXI**

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

COUNTY OF EL DORADO  
DEPARTMENT OF HUMAN SERVICES  
3057 BRIW ROAD  
PLACERVILLE, CA 95667  
ATTN: DEANN OSBORN, STAFF SERVICES ANALYST II

or to such other location as County directs with a copy to

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: THERESA DALY, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

WHOLE PERSON LEARNING, INC.  
11816 KEMPER ROAD  
AUBURN, CA 95603  
ATTN: DIRECTOR

or to such other location as Contractor directs.

**ARTICLE XXII**

**Indemnity:** Contractor shall defend, indemnify and hold 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 Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s) and employee(s) or any of these, except for the sole or active negligence of County, its officers and employees, or as expressly proscribed 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 XXIII**

**Interest of Public Official:** No official or employee of El Dorado 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 El Dorado County have any interest, direct or indirect, in this Agreement of the proceeds thereof.

### **ARTICLE XXIV**

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

Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

### **ARTICLE XXV**

**Lobbying Certification:** The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions. A copy of Form SF-LLL can be downloaded and completed at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **ARTICLE XXVI**

**California Residency (Form 590):** All independent Contractors providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. Contractor shall 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 Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

## **ARTICLE XXVII**

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

## **ARTICLE XXVIII**

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000.00 is required in the event motor vehicles are used by Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance shall be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event 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 shall not cancel the insured's coverage without thirty (30) days prior written notice to County, and;

2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.
- I. Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. Either:
  1. Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or
  2. 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 County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of County.

#### **ARTICLE XXIX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is DeAnn Osborn, Department of Human Services Staff Services Analyst II or successor.

#### **ARTICLE XXX**

**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 XXXI**

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

## **ARTICLE XXXII**

**Debarment and Suspension Certification:** By signing this agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 45 CFR 76, and Contractor further certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
- B. Have not, within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification of 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 the three-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 (i.e., 48 CFR part 9, subpart 9.4) or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and
- F. Shall include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein in all lower tier or subrecipient covered transactions and in all solicitations for lower tier or subrecipient covered transactions in accordance with 45.C.F.R. Part 76.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation in writing to County.

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 XXXIII**

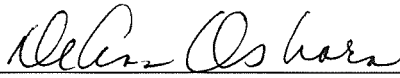
**Venue:** Any dispute resolution action rising out of this Agreement, including, but not limited to litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws, of the State of California. Contractor waives any removal rights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



**ARTICLE XXXIV**


**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:   
DeAnn Osborn  
Staff Services Analyst II  
Department of Human Services

Dated: Dec. 29, 2010

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:   
Daniel Nielson, M.P.A.  
Director  
Department of Human Services

Dated: 1-3-2011

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for Services #295-S1110 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_  
Ray Nutting, Chair  
Board of Supervisors  
"County"

Dated: \_\_\_\_\_

*ATTEST:*  
Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- CONTRACTOR --**

**WHOLE PERSON LEARNING, INC.  
A CALIFORNIA CORPORATION**

By: Christina Nicholson  
Christina Nicholson  
Executive Director  
"Contractor"

Dated: 1/12/11