

**MEMORANDUM OF UNDERSTANDING #8212**  
Senior Day Care Services

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**THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the County of El Dorado (hereinafter referred to as “County”), a political subdivision of the State of California, on behalf of the County’s Health and Human Services Agency (HHS), Adult Day Services Program, (hereinafter referred to as “ADS”), and the Snowline Hospice of El Dorado County, Snowline Dementia Connection Program, a California nonprofit organization, duly qualified to conduct business in the State of California, whose principal place of business is 6820 Pleasant Valley Road, Diamond Springs, California 95619, (hereinafter referred to as “SDCP”);**

**RECITALS**

**WHEREAS, ADS and SDCP have mutually agreed that ADS shall participate as an SDCP vendor;**

**WHEREAS, ADS operates two adult day centers, located in Placerville and El Dorado Hills, known as the “Club,” which provides adult day services to individuals who need care and supervision during the day. ADS provides activities and meals in a group setting, encouraging socialization and mental stimulation to allow older adults to remain actively involved in the world around them;**

**WHEREAS, SDCP provides respite services for eligible families and caregivers who are overwhelmed by the 24-hour care and supervision of a person diagnosed with Alzheimer's or a related type of dementia;**

**WHEREAS, SDCP has received a federal grant to support dementia care for El Dorado County residents and is using a portion of those funds to provide said residents access to respite care offered through the ADS Club;**

**WHEREAS, SDCP can make referrals to ADS for caregivers who need respite services, and SDCP can pay for up to ten days of respite services at ADS to improve quality of life for care recipients and respite support for their caregivers;**

**WHEREAS, the provision of SDCP’s support through this MOU will provide a benefit to El Dorado County community members in need of the Club’s services, who are unable to afford respite care;**

**NOW, THEREFORE, it is mutually agreed between the parties as follows:**

**ARTICLE I**

**Scope of Services:**

1. ADS agrees to provide licensed Senior Day Care services to clients referred/authorized by SDCP, based upon service days purchased and ADS assessment.
2. ADS shall ensure that all ADS staff interacting with mutual clients will have received dementia training, including disease overview and compassionate communication.
3. SDCP will provide specialized dementia training for ADS staff, at least annually, on topics such as: approaches related to memory loss, cueing and guiding people with dementia, and challenging symptom management. This will be provided at no cost to ADS.

4. SDCP will share quarterly quality assurance reports related to respite offered by ADS from the UC Davis Betty Irene Moore School of Nursing program evaluators with ADS management.

## **ARTICLE II**

**Term:** This MOU shall become effective upon final execution by both parties hereto and shall expire three (3) years thereafter.

## **ARTICLE III**

### **Compensation for Services:**

- A. SDCP agrees to pay ADS monthly in arrears and within forty-five (45) days following SDCP's receipt and approval of itemized invoices(s) identifying services rendered.
  1. Said itemized invoice must contain the ADS caregiver's signature, which shall act as a sworn declaration that the services were provided.
  2. Only the daily rate for services will be paid by SDCP; extended hours, early drop off/late pickup fee, enrollment fee, or any other fees that may be added will be the sole responsibility of the care recipient.
- B. The rate of payment shall be based upon the ADS fee schedule as approved intermittently by the County Board of Supervisors, attached hereto as Exhibit A, marked "Senior Day Care and Senior Services Fees," incorporated herein and made by reference a part hereof.

## **ARTICLE IV**

**Maximum Obligation:** The maximum obligation for services and deliverables provided under this MOU shall not exceed \$90,000 inclusive of all costs, taxes, and expenses.

## **ARTICLE V**

### **Nondiscrimination:**

- A. SDCP may require ADS's services on projects involving funding from various state and/or federal agencies, and as a consequence, ADS shall comply with all applicable nondiscrimination statutes and regulations during the performance of this MOU including but not limited to the following: ADS and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; ADS shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this MOU by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended, the California Family Rights Act (Government Code Section 12945.2), the Unruh Civil Rights Act (California Civil Code, Division I, Part 2, Section 51, et seq), the Ralph Civil Rights Act (California Civil Code, Division I, Part 2, Section 51.7), the California Trafficking Victims Protection Act (California Civil Code, Division I, Part 2, Section 52.5), the Disabled Persons Act (California Civil Code, Division I, Part 2.5), and as applicable, Section 11135 et. seq., of the California Government Code, prohibiting discrimination in all state-funded programs. ADS and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, ADS shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. ADS's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.

#### **ARTICLE VI**

**Changes to the MOU:** This MOU may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE VII**

**Compliance With All Federal, State And Local Laws And Regulations:** ADS shall comply with all Federal, State and local laws, including but not limited to the Americans with Disabilities Act (ADA) of 1990 (42 USC 12101 et seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. ADS 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 ADS from SDCP.

ADS 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.

ADS 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, County, and all other appropriate governmental agencies and shall maintain these throughout the term of the MOU.

#### **ARTICLE VIII**

**Health Insurance Portability and Accountability Act (HIPAA) Compliance:** As a condition of ADS performing services for SDCP, ADS and SDCP shall execute that Business Associate Agreement, which is attached hereto as Exhibit B, marked "HIPAA Business Associate Agreement" incorporated herein and made by reference a part hereof.

#### **ARTICLE IX**

**Confidentiality and Information Security Provisions:** ADS shall comply with applicable laws and regulations, including but not limited to The Code of Federal Regulations, CFR Title 45, parts 160-164, regarding the confidentiality and security of Personally Identifiable Information (PII).

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 ADS.

1. Permitted Uses and Disclosures. ADS 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 ADS'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 MOU. Except as otherwise provided in this MOU, ADS, may use or disclose PII to perform functions, activities or services identified in this MOU 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 MOU, ADS shall:
    - a. Use and disclose PII for the proper management and administration of ADS or to carry out the legal responsibilities of ADS, 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 that is no longer to be retained by ADS 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 ADS.
1. ADS agrees to safeguards:
    - a. To prevent use or disclosure of PII other than as provided for by this MOU. ADS shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
    - b. ADS shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
    - c. ADS shall implement appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), ADS 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. ADS 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 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 ADS of a use or disclosure of PII by ADS or its subcontractor in violation of the requirements of this MOU.
  4. Agents and subcontractors of ADS. To ensure that any agent, including a subcontractor to which ADS provides PII received from County, or created or received by ADS, for the purposes of this MOU shall comply with the same restrictions and conditions that apply through this MOU to ADS with respect to such information.
  5. Notification of Electronic Breach or Improper Disclosure. During the term of this MOU, ADS shall notify County immediately upon discovery of any breach of PII or data, where the information or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two business days of



discovery, at (530) 621-5852. ADS 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. ADS 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**

**Fraud Or Abuse Reporting:** The parties acknowledge and agree to comply with mandated reporter requirements pursuant to provisions of Welfare and Institution Code, Section 15630-15632. Additionally, during the performance of this MOU, either party shall report immediately by phone to (530) 642-4800 or other such phone number that may be provided and in writing to the County of El Dorado Health and Human Agency Services at 937 Spring Street, Placerville, CA 95667, any known or suspected incidents of fraud or abuse to clients or household occupants observed or learned of during the delivery of ADS services.

#### **ARTICLE XI**

**Independent Contractor:** The parties intend that an independent contractor relationship will be created by this contract. SDCP is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this MOU. SDCP exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this MOU during the course and scope of their employment by SDCP. Those persons will be entirely and exclusively under the direction, supervision, and control of SDCP.

ADS may designate the tasks to be performed and the results to be accomplished under this MOU, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but ADS will not control or direct the manner, means, methods, or sequence in which SDCP performs the work or services for accomplishing the results. SDCP understands and agrees that SDCP lacks the authority to bind ADS or incur any obligations on behalf of ADS.

SDCP, including any subcontractor or employees of SDCP, shall not receive, nor be eligible for, any benefits ADS provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. SDCP shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments.

SDCP shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that SDCP provides for its employees.

SDCP acknowledges that it has no authority to bind the ADS or incur any obligations on behalf of the ADS with regard to any matter, and SDCP shall not make any agreements or representations on the ADS's behalf.

## ARTICLE XII

### **Default, Termination and Cancellation:**

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable MOU provision; and
  2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the MOU by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. 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.

The following shall be events of default under this MOU:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this MOU.
  2. A representation or warranty made by SDCP in this Agreement proves to have been false or misleading in any respect.
  3. SDCP fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this MOU, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  4. A violation of the Article titled "Conflict of Interest."
- B. Bankruptcy: ADS may terminate this MOU immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of SDCP.
- C. Ceasing Performance: ADS may terminate this MOU immediately in the event SDCP ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this MOU.
- D. Termination or Cancellation without Cause: Either party may terminate this MOU, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, SDCP will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to ADS, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the MOU. Upon receipt of a Notice of Termination, ADS shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

## ARTICLE XIII

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing, with both the County HHS and County Chief Administrative Office addressed in said correspondence, and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by

electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
Health and Human Services Agency  
3057 Briw Road, Suite B  
Placerville, CA 95667  
ATTN: Contracts Unit  
Email: [hhsa-contracts@edcgov.us](mailto:hhsa-contracts@edcgov.us)

with a copy to:

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent  
Email: [procon@edcgov.us](mailto:procon@edcgov.us)

or to such other location or email as County directs.

Notices to SDCP shall be addressed as follows:

SNOWLINE HOSPICE OF EL DORADO COUNTY  
Snowline Dementia Connection Program  
6520 Pleasant Valley Road  
Diamond Springs, CA 95619  
ATTN: Jillien Smith, Dementia Care Manager  
[jerdman@snowlinehospice.org](mailto:jerdman@snowlinehospice.org)

or to such other location or email as SDCP directs.

#### **ARTICLE XIV**

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

#### **ARTICLE XV**

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

The insurance obligations of SDCP are separate, independent obligations under the MOU, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the MOU.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

#### **ARTICLE XVI**

**Insurance:** All parties to this MOU are self-insured and shall provide a letter of self-insurance, if requested to do so by the other party during the term of this MOU.

#### **ARTICLE XVII**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this MOU that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this MOU.

For purposes of this Article, “cause that is beyond its control” includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

#### **ARTICLE XVIII**

**Waiver:** No failure on the part of the parties to exercise any rights under this MOU, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

#### **ARTICLE XIX**

**Conflict of Interest:** The parties to this MOU have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for SDCP and performing work for County and who are considered to be a Contractor within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County’s Conflict of Interest Code. County’s Contract Administrator shall at the time this MOU is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this MOU are Consultants within the meaning of the Political Reform Act and County’s Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

SDCP covenants that during the term of this MOU neither it, or any officer or employee of the SDCP, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this MOU.
- B. Any other entities connected with, or directly affected by, the services to be performed by this MOU.
- C. Any officer or employee of County that are involved in this MOU.

If SDCP becomes aware of a conflict of interest related to this MOU, SDCP shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this MOU by giving written notice as detailed in the Article titled “Default, Termination and Cancellation.”

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), SDCP shall complete and sign the attached Exhibit C, marked “California Levine Act Statement,” incorporated herein and made by reference a part hereof, regarding campaign contributions by SDCP, if any, to any officer of County.

#### **ARTICLE XX**

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

#### **ARTICLE XXI**

**County Business License:** County’s Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. SDCP warrants and represents that it shall comply with all of the requirements of County’s Business License Ordinance, where applicable, prior to beginning work under this MOU and at all times during the term of this MOU.

#### **ARTICLE XXII**

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

#### **ARTICLE XXIII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this MOU is Yvette Wencke, Program Manager, Community Services Division, HHSa, or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSa has to temporarily delegate this authority, County Contract Administrator’s Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this MOU and shall provide the SDCP with the name, address, email,

and telephone number for this designee via notification in accordance with the Article titled “Notice to Parties” herein.

#### **ARTICLE XXIV**

**Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this MOU is funded by state funds and County determines SDCP is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this MOU. The County shall provide SDCP advance written notice of such termination, allowing SDCP at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

#### **ARTICLE XXV**

**Authorized Signatures:** The parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

#### **ARTICLE XXVI**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this MOU, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

#### **ARTICLE XXVII**

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

#### **ARTICLE XXVIII**

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

**ARTICLE XXIX**


**Entire MOU:** This document and the documents referred to herein or exhibits hereto are the entire MOU between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By:  Dated: 04/26/2024  
Yvette Wencke (Apr 26, 2024 09:16 PDT)  
Yvette Wencke  
Older Adult Services Program Manager  
Health and Human Services Agency

By:  Dated: 04/26/2024  
Nancy Wilson (Apr 26, 2024 09:23 PDT)  
Nancy Wilson  
Seniors' Day Care Program Supervisor  
Health and Human Services Agency

**Requesting Department Head Concurrence:**

By:  Dated: 05/02/2024  
Olivia Byron-Cooper (May 2, 2024 10:02 PDT)  
Olivia Byron-Cooper, MPH  
Director  
Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates indicated below.

-- COUNTY OF EL DORADO --

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

By: \_\_\_\_\_

Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

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

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

-- SNOWLINE HOSPICE OF EL DORADO COUNTY --

By: Timothy Meadows  
Timothy Meadows (May 2, 2024 09:05 PDT)  
Timothy Meadows  
Chief Executive Officer  
"SDCP"

Dated: 05/02/2024



**Snowline Hospice of El Dorado County**  
**Exhibit A**  
**Senior Day Care and Senior Services Fees**

FEE DESCRIPTION	UNIT	AMOUNT
<b>Senior Day Care</b>		
*Ten percent (10%) monthly discount for clients who attend at least eleven (11) days per month;		
Twelve percent (12%) monthly discount for clients who attend at least eighteen (18) days per month		
Enrollment Application Fee		\$50.00
Extended hour fees per 30 minutes	30 Minutes	\$10.00
Late Fee - per minute	Minute	\$2.00
Senior Day Care Fee*	Day	\$58.00
Client Shower Assistance Fee	Per Event	\$25.00
<b>Senior Center Services</b>		
Room Charge	Per Use	\$20.00
Kiln Firing, Large	Per Use	\$7.00
Kiln Firing, Small	Per Use	\$5.00
Lapidary Equipment	Per Use	\$2.00
Lost keys (swipe card)	Per Event	\$15.00

**Snowline Hospice of El Dorado County**  
**Exhibit B**  
**HIPAA Business Associate Agreement**

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

**RECITALS**

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

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

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

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

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

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

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

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

- I. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
- II. Scope of Use and Disclosure by BA of County Disclosed PHI
  - A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
  - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
    1. Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
    2. disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
    3. Disclose PHI as necessary for BA's operations only if:
      - a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
        - (1) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and
        - (2) The third party will immediately notify BA of any breaches of confidentiality of PHI to the extent it has obtained knowledge of such breach.
    4. Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
    5. Not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
    6. De-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
  - C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.
- III. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
  - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with Title 45 of the Code of Federal Regulations, Part 160 and Part 164, Subparts A and C (the "HIPAA Privacy Rule" and the "HIPAA Security Rule") in effect or as may be amended, including but not limited to 45 CFR 164.308,

164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.

- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
- D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.

IV. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:

- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
- C. To assist the County in meeting its disclosure accounting under HIPAA:
  - 1. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

2. Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
- D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary"), BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
- V. Obligations of County.
- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
  - B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
  - C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.
  - D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
  - E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.
- VI. Term and Termination.
- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  - B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
    1. Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
    2. Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
    3. If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
  - C. Effect of Termination.
    1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy

all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.

2. In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

VII. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business

Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

- VIII. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
- IX. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
- X. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- XI. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

### Approval and Signatures

By: Timothy Meadows  
Timothy Meadows (May 2, 2024 09:05 PDT)  
\_\_\_\_\_  
Timothy Meadows  
Chief Executive Officer  
Snowline Hospice of El Dorado County  
"BA Representative"

Dated: 05/02/2024  
\_\_\_\_\_

By: O.C.  
Olivia Byron-Cooper (May 2, 2024 10:02 PDT)  
\_\_\_\_\_  
Olivia Byron-Cooper, MPH  
"HSA Representative"

Dated: 05/02/2024  
\_\_\_\_\_

**Snowline Hospice of El Dorado County**  
**Exhibit C**  
**California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

\_\_\_\_\_ YES  \_\_\_\_\_ NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

\_\_\_\_\_ YES  \_\_\_\_\_ NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

05/02/2024

Date

Snowline Hospice of El Dorado County

Type or write name of company

Timothy Meadows

Timothy Meadows (May 2, 2024 09:05 PDT)

Signature of authorized individual

Timothy Meadows

Type or write name of authorized individual