

ORIGINAL

AGREEMENT FOR SERVICES #098-S1811

Independent Living Program

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”) and The Unity Care Group, a California non-profit public benefit corporation qualified as a tax exempt organization under Title 26 Code of Federal Regulations Section 1.501(c)(3) commonly referred to as Section 501 (c)(3) of the Internal Revenue Code of 1986, duly qualified to conduct business in the State of California, whose principal place of business is 1400 Parkmoor Ave., #115, San Jose, CA 95126 and whose Agent for Service of Process is Andre’ Chapman of 1400 Parkmoor Ave., #115, San Jose, CA 95126 (hereinafter referred to as “Contractor”);

RECITALS

WHEREAS, County issued a Request for Proposal No. 17-952-042 to select a Contractor to provide Independent Living Program services for foster youth, and related services for clients referred by the County of El Dorado Health and Human Services Agency and all other eligible clients within the County; and

WHEREAS, the Board of Supervisors awarded the Request for Proposal No. 17-952-042 to Unity Care, on May 23, 2017 (File 17-0534, Item 7); and

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

WHEREAS, County has determined that the provision of these services by Contractor is in the public’s best interest, and that these services are more economically and feasibly performed by outside independent Contractors. The County has determined that these are authorized by the County of El Dorado Charter, Section 210(b)(6) and/or Government Code Section 31000.

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

ARTICLE I

Scope of Services:

A. Client Eligibility

Clients shall be deemed eligible for Independent Living Program (ILP) services when clients are youth between the age of 16 years to the day before their 21st birthday, when one (1) of the following provisions is applicable:

1. The youth was/is in foster care at any time from their 16th to their 19th birthday;
2. The youth was placed in out-of-home care by a tribe or tribal organization between their 16th and 19th birthdays;
3. The youth is a former dependent who entered into a kinship guardianship at any age and is receiving or has received Kinship Guardianship Assistance Payments (Kin-GAP) between ages 16 years and 21 years;
4. The youth is over 16 years old and is a ward of the court; or
5. The youth is a former dependent who entered into a Non-Related Legal Guardianship (NRLG) after attaining age 8 years and is receiving or has received permanent placement services.

Youth participation in these services is voluntary. Services shall be offered to all eligible youth, who are currently residing within the County, regardless of their county of origin, including foster youth and those youth currently involved with Probation. At a minimum, Contractor shall provide services for no less than ten (10) clients on a monthly basis. Contractor shall attempt to contact each client referred by the County within three (3) business days of the referral being issued by the County.

B. Service Location

The Contractor shall provide services both on the East (Lake Tahoe Basin) and West (the remainder of the County) Slopes of El Dorado County. Contractor shall deliver services by way of individual meetings with clients in a community setting chosen by the client and also by way of group activities. Group activities shall be held no less than one (1) time per month, or twice (2) per month if client demand necessitates more frequent activities. Group activities shall be held at times and locations convenient to the clients being served, on both slopes of the County, as the demand for activities warrants.

C. Service Delivery:

It is the intent of this agreement that all services provided to clients will be provided at the expressed wishes of the client. As clients cannot be compelled to participate in these services, and the needs of each client may vary, the services described herein are designed to serve as a baseline for services to be provided with the expectation that the Contractor will provide additional services as needed by the client to help the client achieve the goal of living independently.

1. The Contractor shall provide case management and related activities for each client served, including, but not limited to:
 - a. Create and maintain a case file for each client receiving services that includes vital and relevant documents related to the services provided to the client and any assessments, tests, award, or certificates earned by the client as the result of services. The case file must be made available to the client in whole, within seven (7) days of request by the client, Probation Officer, or Social Worker, who is providing services to, or has a history of professional involvement with the client.

- b. Provide each client with a personalized service plan, of which the goals, activities, and priorities shall be determined by the client. A copy of the personalized service plan shall be retained within the client's case file.
 - c. Review a Transitional Independent Living Plan (TILP) for each client including revisions to existing TILPs as necessary, in collaboration with the client's family members and / or kin. A copy of any reviewed TILPs shall be included in the client's case file and provided to the Social Worker or Probation Officer.
 - d. Administer an Ansell Casey Life Skills Assessment (ACLSA) for each client participating in services, with a follow up assessment to be conducted every six (6) months after the date services commence. A copy of all assessments completed by Contractor shall be kept in the client's case file.
 - e. Administer additional assessments (well-being, mental health, trauma, vocational interest, aptitude, and/or academic) to clients on an "as needed" basis. Copies of any additional assessments completed by Contractor shall be kept in the client's case file.
2. The Contractor shall provide the following services to each client as needed:
- a. Educational Services:
Services shall include, but not be limited to, education related case management including coordination with the County Office of Education staff, high school counselors, and Foster Youth Services staff. Services shall also include linking clients to tutoring services, attending Individualized Education Program (IEP) meetings, providing information regarding the General Education Development (GED) Test and other high school equivalency options available to the client, and providing the client with assistance in completing applications, registration, and other functions necessary to pursue participation with local community college programs and support programs, including, but not limited to, Extended Opportunities Programs and Services (EOPS) and Disabled Students Programs and Services (DSPS). Contractor shall also provide, as necessary, assistance to clients in completing financial aid forms (e.g. FAFSA), and accessing other educational financial resources including, but not limited to, any grants, scholarships, or other opportunities available to assist the client in pursuing their educational goals.
 - b. Job-Readiness and Employment:
Services shall include, but not be limited to, assisting the client with developing a resume, completing job applications (both in person and online), practicing interview skills, and transportation to job interviews on an "as needed" basis or when no other non-public transportation options exist for the client. Additional services shall include generating job leads and providing job development services based on the client's needs. The Contractor shall expand its partnership with iFoster to provide the iFoster Jobs Program in El Dorado County, contingent upon approval from iFoster. The Contractor shall utilize this partnership as a means to recruit and onboard companies in El Dorado County to increase job placement opportunities for clients.
 - c. Life Skills and Daily Living Skills:
Services shall include, but not be limited to, providing clients with educational information, mentoring, and assistance with developing skills and knowledge necessary to live independently including, but not limited to, skills for career development; financial resources, literacy, and money management skills; knowledge of available health and mental health services and how to access those services;

knowledge of housing opportunities and skills in obtaining housing; and interpersonal and social skills development.

- d. Paraprofessional Counseling and Therapeutic Counseling referrals:
Services shall include trauma-informed mentoring and other forms of paraprofessional level of counseling such as advice giving and skills coaching. Contractor shall refer all clients identified as having undiagnosed mental health disorders to appropriate therapeutic counseling services on an as needed basis, and shall not perform any therapeutic counseling to clients. Contractor shall refer all clients with a known mental health disorder, who are in need of therapeutic counseling, to the therapist treating the client if known or identified by the Contractor.
 - e. Service Coordination and Resource Connections:
Services shall include, but not be limited to, working with the client to assist in the coordination of any relevant services provided by a government entity or a community-based organization, including, but not limited to, housing services, health and wellness services, education and employment services, and volunteer opportunities at community based organizations. Contractor shall also assist clients with locating and applying for any other related services or assistance that will assist the client in their transition to independent living, including, but not limited to, food banks, child care providers, housing authorities, and support groups.
 - f. Follow-up Services:
For clients aging out of the ILP program, services shall include providing the former client with any information contained within the client's case file within seven (7) days of a request. For clients still eligible to receive services and no longer doing so, Contractor shall take all reasonable steps necessary to re-engage the client and provide the client with needed services. Reasonable steps to re-engage the client shall include at minimum, contacting clients no longer participating in services after six (6) months and twelve (12) months following the date their participation was discontinued.
3. In addition to the provision of services identified herein, the Contractor shall perform the following activities:
- a. Outreach:
Contractor shall engage clients by way of social media and / or other methods of computer mediated communication in order to effectively encourage clients to participate and continue participation in the services identified herein. Contractor shall provide any necessary additional outreach methods and strategies necessary, should social media and computer mediated communication strategies proposed by the Contractor prove ineffective at reaching and engaging eligible clients.
 - b. Child and Family Team (CFT) meetings:
Contractor shall participate in various meetings on behalf of clients, including the Child and Family Team (CFT) meetings. Contractor shall use these meetings as an opportunity to advocate for the client's needs, and ensure clients' voices are heard and shared with those in attendance.
 - c. Executive Advisory Counsel for El Dorado County Office of Education Foster Youth Services meetings:

Contractor shall attend Executive Advisory Counsel for El Dorado County Office of Education Foster Youth Services meetings on a regular basis. Contractor shall become a member of the Counsel, upon approval from Foster Youth Services, and shall remain in good standing with the Counsel throughout the term of this Agreement. Foster Youth Services may be contacted via Sheila Silan at (530) 295-2412 or by email: ssilan@edcoe.org.

D. Emancipated Youth Stipends and Incentives

1. Emancipated Youth Stipends:

- a. The County has budgeted limited funding for Emancipated Youth Stipends (EYS).
- b. EYS funds will be administered solely by the County. Purchases made by Contractor with the intent of expending EYS funds will not be reimbursed by the County.
- c. Contractor shall notify the County when an EYS cost is necessary for a client, and Contractor shall complete all necessary paperwork establishing the cost basis and requesting the purchase be made by the County.
- d. EYS funds shall be allowed only for unusual, special, or critical needs where the need exceeds the scope of services provided by the Contractor as defined in this Agreement.
- e. Funding shall be made available to clients receiving ILP services as the result of this Agreement, on a case by case basis, and can only be used to meet special or critical needs in the following categories:
 - i. Transportation costs to allowable locations, including the following:
 - Public (reimbursed at actual cost with receipt) or private (reimbursed in accordance with County of El Dorado Board of Supervisors Travel Policy D-1, attached hereto as Exhibit "A") transportation and parking fees for roundtrip travel to school, childcare, a child's preschool or school, religious services or activities, court proceedings, medical appointments, sibling visitation, work or work related training, and ILP-sponsored events and classes;
 - Driving lessons for eligible youth; and
 - Car insurance for eligible youth.
 - ii. Work Required costs including the following:
 - Training;
 - Clothing and / or uniforms;
 - Tools;
 - Professional / union dues;
 - Costs incurred due to the job / interview process; and
 - Vocational / Educational assessments.
 - iii. Contracted Services costs including the following:
 - Educational Planning;
 - Job preparation;
 - Career assessment and development;
 - Personal awareness;
 - Life skills training;
 - Financial aid workshops; and
 - Computer classes.

- iv. Health Services costs including the following:
 - Non-Medi-Cal funded physical and / or mental health medical treatment needs that are beyond the needs of the client; and
 - Tuition for classes, activities, and / or services related to nutrition, family planning, parenting skills, sexuality and sexual behavior, drug / alcohol use, prenatal drug / alcohol exposure, home health and safety management, first aid, cardiopulmonary resuscitation (CPR), eating disorders, and hygiene / personal care.
 - v. Costs related to the children of eligible clients including the following:
 - Non-Medi-Cal funded physical and / or mental health medical treatment needs of the child(ren) that are beyond the financial means of the client; and
 - Food, clothing, bedding, diapers, childcare, preschool and / or school costs, and infant furniture (e.g., highchair, car seat, booster seat, crib, bed, or stroller).
 - vi. Housing Assistance costs including the following:
 - Food;
 - Rent and / or utility deposits;
 - Rent and / or utility charges;
 - Moving expenses;
 - Furniture and / or household items; and
 - Costs incurred through roommate network agencies.
 - vii. Aftercare costs including the following:
 - Educational assistance;
 - Educational counseling;
 - Crisis counseling;
 - Job placement and retention training;
 - Vocational training; and
 - Legal assistance.
 - f. Notwithstanding the above categories of allowable expenses, all EYS costs must be consistent with the California Department of Social Services rules and regulations governing the use of EYS.
 - g. Under no circumstances will the County approve of any EYS cost in excess of \$500 for a single client.
2. Program Participation Incentives
- a. Contractor shall budget no more than \$10,000 annually to provide program participation incentives to clients.
 - b. Incentives shall be tied to benchmarks established for clients in a manner that rewards accomplishing goals, completing trainings and / or classes, or acquiring specific competencies.
 - c. The total value of incentives provided to any one client may not exceed \$500 for each year of this Agreement.
 - d. A receipt with an original signature or invoice must be produced for any incentive provided. When Contractor utilizes cash or gift cards as incentives for clients, Contractor must obtain a receipt signed and dated by the client, which clearly indicates the amount and type of incentive received by the client. Documentation

substantiating Program Participation Incentives shall be included within the annual Cost Report, or produced upon request by County.

E. Reporting Requirements

1. No more than 15 days following the end of each quarter, Contractor shall provide a Progress Report to the County identifying all services provided.
 - a. The Progress Report shall identify the service provided, the start date and end date of the service, and the name of the client who participated in or received the service. The type of service provided shall be selected from the following list of services:
 - Career/Job Guidance
 - Consumer Skills
 - Credit Results Reviewed with Youth
 - Discuss Credit Counsel/Participate
 - Education
 - Education Financial Assistance
 - Education/Post-Secondary
 - Employment/Vocational Training
 - Financial Assistance Other
 - Health Care
 - Home Management
 - Housing Options/Locations/THPP
 - Interpersonal/Social Skills
 - Mentoring
 - Money Management
 - Needs Assessment
 - Other
 - Parenting Skills
 - Referral to Community Resources
 - Referral to ILP Services
 - Room & Board Financial Assistance
 - Time Management
 - Transitional Housing
 - Transportation
 - b. The Progress report shall also identify the total number of clients participating in ILP services provided by the Contractor on a regular basis, the dates and times of all meetings attended by the client, and the actual cost of any incentives provided to the client.
 - c. The Progress Report shall identify all outreach efforts made by the Contractor, including the names of specific potential clients who were contacted as well as the outcomes/result of the contact and the outreach efforts as a whole. In identifying the outreach efforts, the Contractor shall include not only a description of the outreach activities, but the date, amount of time spent, and method of said activities.
 - d. The Progress Report shall also list any noteworthy accomplishments and outcomes realized by the Contractor as the result of the services provided in this Agreement, including, but not limited to, any clients who receive a GED, any clients who were

admitted into an institute of higher education or vocational program, any clients who were able to find employment, any clients who were able to find stable housing, and any other major milestones that indicate successful outcomes as the result of Contractor's efforts.

2. No more than 30 days following the end of each calendar year, Contractor shall provide a Cost Report that accurately accounts for costs related to the services provided herein, detailing how those costs reflect the actual costs projected by the Contractor, as seen in Exhibit "B", marked "Annual Budget." The Cost Report shall include at a minimum, time reporting records of personnel, invoices, receipts, and any other fiscal records necessary to validate an accurate account of the Contractor's expenses for the previous Fiscal Year ending June 30th. All records shall clearly indicate which item of cost the record is associated with, so that the County can accurately trace all records submitted by the Contractor with the budgeted items proposed by the Contractor, as identified in Exhibit "B".
3. As applicable, the Contractor shall ensure that all clients identified by the County as being able to participate in the California National Youth Transition Database (NYTD) survey are notified of and provided with the opportunity to complete the survey. Eligible youth must be provided information about the survey within 60 days prior to each youth becoming eligible. Eligible youth include the served population, baseline population, and follow-up population, defined as follows:
 - a. The served population includes all youth who receive at least one independent living service paid for or provided by the state agency in the reporting period, including tribal youth, juvenile justice youth, and current and former foster youth.
 - b. The baseline population includes all youth who are in foster care, including child welfare youth, probation youth, or youth in tribal foster care with a tribe that has a Title IV-E Agreement, who reach their 17th birthday during the Federal Fiscal Year (FFY), defined as the 12 month period beginning October 1st and ending September 30th of each year, in which a survey is conducted. If the youth enters or exits foster care not more than 45 days after their 17th birthday, they are eligible to take the survey. Each baseline population surveyed at age 17 becomes a cohort.
 - c. The follow-up population includes the cohort of youth who reach their 19th or 21st birthday and participated as a part of the baseline population when they turned 17 years-of-age. A youth may be in the follow-up population regardless of whether the youth ever received independent living services.

Surveys may be completed electronically at the following link, or any subsequent link provided by the California Department of Social Services meant to replace or update this link: <https://secure.dss.cahwnet.gov/cfsd/nytd/default.asp>

The Contractor shall assist youth with visual impairments, learning disabilities, cognitive disabilities, hearing impairments, speech impairments, physical disabilities, and Limited English Proficiency in completing the survey, if the client chooses to participate and requires such assistance.

The Contractor shall report to HHSa the name of each client who completes or declines to complete the survey, the date of participation or declining to participate, and the reason the client gave for choosing to participate or decline, if so expressed. County will retain the responsibility of ensuring incentives are appropriately provided to youth who complete the survey.

4. Contractor shall provide assistance to the County in completing the Annual ILP Narrative. The Annual ILP Narrative shall be completed by the County's ILP Coordinator. Contractor shall respond to requests from the County for narratives related to the Annual ILP Narrative within five (5) business days.

ARTICLE II

Term: This Agreement shall become effective upon execution and shall expire June 30, 2020, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled "Default, Termination, and Cancellation" or "Fiscal Considerations."

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly, at the following rates:

Dates	Monthly Payment	Maximum Annual Not-to-exceed
Upon Execution, to June 30, 2018	\$14,583.33	\$175,000
July 1, 2018 – June 30, 2019	\$14,583.33	\$175,000
July 1, 2019 – June 30, 2020	\$14,583.33	\$175,000
Maximum Contractual Obligation		\$525,000

The Contractor shall under no circumstances exceed the amounts budgeted by the Contractor for any item identified in Exhibit "B" and labeled as "Annual Budget", without prior approval by the County. The Contractor shall under no circumstances add additional items of cost to the proposed budget without prior approval by the County. Notwithstanding the above prohibitions, the Contractor may reallocate funds between the budgeted cost items identified under Operating Expenses in Exhibit "B" without prior approval by the County, with the exclusion of "Incentives," which shall under no circumstances exceed \$10,000 per year.

For the purposes of this Agreement, the indirect cost rate shall be calculated at a 10% de minimis rate exclusively applied to the federal portion of the funding for the agreement and 12.5% exclusively applied to the non-federal portion of the funding for the Agreement. Both rates combined shall not exceed the total amounts identified in the table below:

	July 2017 – June 2018	July 2018 – June 2019	July 2019 – June 2020
Indirect Cost Total	\$19,485	\$19,444	\$19,444

The Contractor shall not under any circumstances increase the budgeted amount for indirect costs or otherwise reallocate budgeted funds to increase the indirect cost amounts identified in Exhibit "B"

Invoices:

It is a requirement of this Agreement that Contractor shall submit an original invoice, which shall act as a declaration that its contents have been reviewed and approved by Contractor. Photocopied or faxed invoices are not acceptable. Invoices with "white-out" types of corrections

will not be accepted. Contractor shall ensure that only billing information is included on the invoice; information related to Client(s) diagnosis, prognosis or treatment is not permitted on the invoice.

Contractor is required to submit 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 Client services in accordance with "Scope of Services." Failure to submit invoices by the 30th of the month following the end of a service month shall result in payment(s) being withheld until the appropriate documents are received by staff. Receipt by HHSA of invoices shall not be deemed evidence of allowable costs under this Agreement. Upon request by County, Contractor may be required to submit additional or new information, which may delay reimbursement.

Invoices for services rendered under this Agreement shall clearly distinguish the total cost of all program-related incentives paid for by the Contractor during the service month, as a part of the total monthly payment amount. Any incentives paid during the service month must be substantiated with a receipt containing the original signature of the client, date, and amount and type of incentive, or an invoice in cases where an incentive was procured directly for the client by the Contractor.

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

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

<p style="text-align: center;"><i>Please Send Invoices to:</i></p> <p style="text-align: center;">County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

ARTICLE IV

Cost Report:

- A. Contractor shall submit a Cost Report to HHSA no later than 30 days following the end of each calendar year of this Agreement, covering all expenditures for services provided during the previous fiscal year, beginning July 1st and extending through June 30th of each year.
- B. Contractor shall prepare the Cost Report in accordance with all federal, state, and county requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. Such costs and allocations shall be supported by source documentation maintained by Contractor and available at any time to Contract Administrator upon reasonable notice.
- C. Contractor shall document that costs are reasonable and allowable, and directly or indirectly related to the services provided hereunder. The Cost Report shall be the final financial record of services rendered under this Agreement for subsequent audits, if any.

- D. Final Settlement shall be based upon the actual and reimbursable costs for services hereunder. Contractor shall not claim expenditures to County that are not reimbursable pursuant to applicable federal, state, and county laws, regulations, and requirements. Any payment made by County to Contractor, which is subsequently determined to have been for a non-reimbursable expenditure or service, shall be repaid by Contractor to County in cash or by check within forty-five (45) days of submission of the Cost Report.
- E. If the Cost Report shows the actual and reimbursable cost of services provided pursuant to this Agreement is lower than the aggregate of monthly payments to Contractor, Contractor shall remit the difference to County. Such reimbursement shall be made with the submission of the Cost Report. Contractor shall pay County the difference within forty-five (45) days after verification of amount owed or the completion of an Appeal Process through County, whichever comes first.

ARTICLE V

Program Monitoring: County may conduct on-site visits to the Contractor no less frequently than one (1) time during the course of this Agreement. To evaluate the performance in relation to the scope of work, unannounced site visits may be made to Contractor.

ARTICLE VI

Non-Discrimination: Assurance of compliance with the County of El Dorado Health and Human Services Agency non-discrimination in State and Federally assisted programs requirement 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), (l), (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 7290-729938); 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 non-discriminatory 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 been 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.

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 to permit authorized CDSS 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 11135-11139.51, 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 VII

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE VIII

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 IX

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 X

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 XI

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 XII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIII

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code Section 8546.7.

In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XIV

Default, Termination, and Cancellation:

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

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XV

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

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

or to such other location as the County directs.

with a carbon copy to

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

Notices to Contractor shall be addressed as follows:

Unity Care Group, Inc.
1400 Parkmoor Ave., #115
San Jose, CA 95126
ATTN: Andre' Chapman, Chief Executive Officer, or Successor

or to such other location as the Contractor directs.

ARTICLE XVI

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

ARTICLE XVII

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the

County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVIII

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. Contractor shall give County at least 30 days notice before the insurance is set to expire or before contractor cancels or replaces and/or amends Contractor's coverage. In the event that Contractor's insurance is proposed to be cancelled by the insurer, Contractor agrees to notify County with in five (5) working days of receiving notice or proposed cancellation. Failure to maintain insurance as identified above shall be considered a material breach, and County may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that the County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim

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

ARTICLE XIX

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XX

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 XXI

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XXII

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXIII

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXIV

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

ARTICLE XXV

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

ARTICLE XXVI

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

ARTICLE XXVII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Leslie Griffith, Deputy Director, or successor.

ARTICLE XXVIII

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 XXIX

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

ARTICLE XXX

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

ARTICLE XXXI

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

ARTICLE XXXII

Additional Terms and Conditions:

- A. Mandated Reporter Requirements:** Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as "The Child Abuse and Neglect Reporting Act," and the Welfare and Institutions Code Section 15630 et seq., related to elder and dependent adults, as applicable.
- B. HIPAA Compliance:** As a condition of Contractor performing services for the County of El Dorado, Contractor agrees to fully comply with all terms and conditions of County's Business Associate Agreement, attached hereto as Exhibit "C" (incorporated herein and made by reference a part hereof).
- C. Confidentiality and Information Security Provisions:** Contractor shall comply with applicable Federal, State, and local laws and regulations, including but not limited to the Code of Federal Regulations Title 45, parts 160-164, regarding the confidentiality and security of Personally Identifiable Information (PII).

Personally Identifiable Information 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.

- a. 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.
- b. Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor shall:
 - 1) Use and disclose only 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
 - 2) Take all reasonable steps to destroy, or arrange for the destruction of a client's records within its custody or control containing personal information that 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.

- a. Contractor agrees to safeguards:
 - 1) 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
 - a. Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
 - b. Contractor shall implement a system to identify 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 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. Contractor shall 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.

4. Agents and Subcontractors of Contractor. The same restrictions and conditions that apply through this Agreement to Contractor, shall also apply to Contractor's subcontractors and agents.
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 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. 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.

D. Access to Records: The 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 the Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts and transcriptions.

E. 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 (42 USC 12101 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 the County Health and Human Services Agency.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety, 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.

F. 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 or affiliates or any sub-contractor utilized under the Agreement:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
2. Have not within a three (3)-year period preceding this application/proposal/Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. 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.
4. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
5. 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.
6. Shall include a clause titled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions in accordance with 45 CFR 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 (<http://www.archives.gov/federal-register/codification/executive-order/12549.html>).

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.

- G. 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 45 CFR Part 92 and in the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." More particularly, Contractors are responsible for complying with the Uniform Grants Guidance and 45 CFR Part 92, and the allowable costs covered therein. Contractor must obtain written approval from a member of the HHS 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 unallowable expenditures as detailed under the specific cost principles of the Uniform Grants Guidance. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the List of (CFR) Sections Affected (LSA) issued in the current month. The Federal Register home page offers links to both the Federal Register and the CFR. Electronic CFR (e-CFR) versions are available online via the U.S. Government Printing Office (GPO) website. Please note that documents on e-CFR, although updated daily, are unofficial editorial compilations of CFR material and Federal Register amendments and on-line versions may not be the most current version available.

H. Annual Audit: Pursuant to the Office of Management and Budget Uniform Grants Guidance, any entity that receives federal funds, as stated in the Uniform Grants Guidance, for the purposes of carrying out federal programs, must complete an annual audit. The funding threshold is aggregate funds from all sources. If requested by County, Contractor shall mail a certified copy of said completed annual audit to County's Health and Human Services Agency at the address listed in Agreement's "Notice to Parties" Article within thirty (30) days of Contractor's receipt of same. All adverse audit findings must be documented and included with completed annual audit. Certified evidence of correction(s) of adverse audit findings shall be provided to County at the HHSA address listed in Agreement's Article titled "Notice to Parties."

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

A. 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.

B. 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.

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.

J. Conflict Prevention and Resolution: The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would

constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.

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

L. Drug-Free Workplace: Contractor agrees to maintain a drug-free workplace and remain in compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. Chapter 10) and the California Drug-Free Workplace Act of 2000 (Government Code Section 8350 et seq.) and any subsequent amendments to either Act thereto. A “drug free workplace” means the site(s) for the performance of work done by Contractor at which Contractor and employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance. A list of controlled substances can be found in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation 21 Code of Federal Regulations (CFR) 1308.11 – 1308.15.

M. Fingerprinting: Pursuant to California Penal Code Section 11105.3(a), “Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of Section 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 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.

- N. Litigation:** County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.

Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

- O. Release of Information:** Contractor shall ensure that the County of El Dorado Health and Human Services Agency is included as a receiving party on all Release of Information forms used in the performance of services under this Agreement.
- P. Transfer of Records:** In the event that Contractor ceases operation, all physical and electronic files that are subject to audit shall be transferred to the County for proper storage of physical records and electronic data. Contractor shall notify County of impending closure as soon as such closure has been determined, and provide County with a complete list of records in its possession pertaining to County Clients and operational costs under this Agreement. County shall promptly advise Contractor which records are to be transferred to the custody of County. Contractor shall properly destroy records not transferred to custody of County, and Contractor shall provide documentation of proper destruction of all such records to County.
- Q. Waivers:** Failure of County to enforce any provision of this Agreement shall in no event be considered a waiver of any part of such provision or any other provision contained herein. No waiver by County of any breach or default by Contractor shall operate as a waiver of any succeeding breach of the same terms in the Agreement or other default or breach of any of Contractor's obligations under the Agreement. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

R. Catalog of Federal Domestic Assistance: Pursuant to the Office of Management and Budget (OMB) Uniform Grants Guidance, all recipients and sub-recipients of federal funds must be provided the Catalog of Federal Domestic Assistance (CFDA) number at the time the contract is awarded. The following are CFDA numbers, award specific information, and program titles for programs administered by the County on behalf of California Department of Social Services that may apply to this contract:

Subrecipient Information			
Subrecipient:	Unity Care Group, Inc.	DUNS #: 612086640	
Subaward Term:	Upon Execution through June 30, 2020	EIN #: 77-0323115	
Total Federal Funds Obligated: \$ 154,911			
Federal Award Information			
CFDA Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
93.674	1601CACILP	12-03-15 / \$137,900,000	Chafee Foster Care Independence Program (ILP)
Project Description:	Independent Living Program for foster youth		
Awarding Agency:	Federal: US Department of Health and Human Services Administration for Children and Families Catherine Heath 330 C Street SW, Room 3509A, Washington, District of Columbia 20447 Email: catherine.heath@acf.hhs.gov Phone: 202-690-7888		
Pass-through Entity	State: California Department of Social Services Transition Age Youth Policy Unit TAYPolicy@dss.ca.gov El Dorado County Health and Human Services Agency		
Indirect Cost Rate or de minimis	Indirect Cost Rate: Not Applicable		De minimis <input checked="" type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Award is for Research and development.		

ARTICLE XXXIII

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

Requesting Contract Administrator Concurrence:

By: *Leslie Griffith*
Leslie Griffith, MSW
Deputy Director
Health and Human Services Agency

Dated: 8/18/17

Requesting Department Head Concurrence:

By: *Patricia Charles-Heathers*
Patricia Charles-Heathers, Ph.D.
Director
Health and Human Services Agency

Dated: 8/18/17

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


-- COUNTY OF EL DORADO --

By: 
Purchasing Agent
Chief Administrative Office
"County"

Dated: 9/21/17

-- CONTRACTOR --

UNITY CARE GROUP, INC.
A NON-PROFIT CALIFORNIA CORPORATION

By: 
Andre' Chapman
Chief Executive Officer
"Contractor"

Dated: 8.28.17

JS



BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 1 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

PURPOSE

The purpose of this policy is to establish uniform travel and business expense reimbursement policies, rules and claim procedures for persons authorized to conduct County business. This policy applies to all County officers and employees, members of legislative or advisory bodies established by the Board (salaried or not), volunteers, contractors, and consultants traveling on County business when authorized under the terms of this policy. For ease of reference, the Travel Policy is presented in the following sections:

- I. General Policy
- II. Authorization to Travel
- III. Transportation Expenses
- IV. Meal Expenses
- V. Lodging Expenses
- VI. Advance Payments
- VII. Compliance – Responsibility of Claimant



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject: Travel	Policy Number: D - 1	Page Number: 2 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

I. GENERAL POLICY:

Pursuant to Board of Supervisors Policy B-1, "Budget Control and Responsibility", it is the primary responsibility of department heads to maintain their departments' expenditure levels within the Board approved budget. In accordance with this responsibility, department heads shall have broad discretion and authority related to travel activities and expenses for their departmental employees, contractors, and consultants subject to the provisions of this policy.

- A. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.
- B. Travel shall be authorized only when the travel is in the best interest of the County.
- C. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use.
- D. Contractors and consultants may be reimbursed in accordance with this policy when such reimbursement is authorized pursuant to an agreement for services.
- E. Travel arrangements should be as economical as practical considering the travel purpose, , timeframe available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
- F. Forgoing one allowable expense is not an acceptable justification for exceeding the allowable reimbursement for another expense. For example, carpooling when not required to do so shall not be justification for reimbursement for a more expensive parking option.
- G. In the event there is a question regarding compliance with this Policy, the Chief Administrative Officer (CAO) shall be responsible for interpreting this Policy and shall make the final determination regarding compliance.
- H. The CAO or designee may authorize an exception to requirements set forth in this Travel policy, upon written request by the appropriate, responsible department head. Any granted exception is to be applied on a case-by-case basis and does not set a precedent for future policy unless it has been formally adopted by the Board of Supervisors.



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- I. This policy does not apply to meal or travel costs related to inmates, juvenile wards, or Health and Human Services clients.. Such costs may be authorized at the department head’s discretion and claimed through normal claiming procedures.

- II. Authorization to Travel
 - A. General Conditions
 1. Except as otherwise provided in this policy, advance authorization is required for travel.
 2. Where department head approval is required, that approval may not be delegated unless specifically stated.
 - (a) Annually, at the beginning of the fiscal year, each department shall provide the CAO and Auditor-Controller with a list of employees who are authorized to approve travel requests, and shall inform both offices of any changes to the list throughout the year.
 3. Travel by non-County personnel, excluding volunteers, must be approved by the department head responsible for the expense. Travel by volunteers may be authorized in the same manner as travel by County employees.
 - B. In-County Travel
 1. No specific written advance approval is required for in-County travel for activities that are considered a part of the routine, day-to-day operations of the department, as defined and authorized by the department head or designee, and in-County travel which does not require overnight lodging.
 2. In-county overnight travel requires advance written authorization by the department head or designee.
 - C. Out-of-County Travel
 1. All overnight travel outside of the County by anyone except members of the Board of Supervisors and the Board Members’ immediate staff requires advance written authorization by the department head or designee. Out of County travel by immediate staff of a member of the Board of Supervisors requires the advance written authorization of the respective Board member.



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2. Except as provided below, all travel outside of the states of California and Nevada by anyone except members of the Board of Supervisors and the Members' immediate staff requires advance written authorization by the department head and CAO or CAO's designee.
3. Travel outside the states of California and Nevada may be approved by the department head or designee under the following circumstances
 - (a) Travel by law enforcement personnel in the performance of law enforcement activities including but not limited to extraditions and investigations.
 - (b) Travel required to perform duties pursuant to an order of the court.

III. Transportation Expenses

A. General Conditions

1. Transportation expenses are the direct costs related to movement of the traveler from the authorized point of departure to the destination of travel and back to the authorized point of return.
2. All transportation expenses incurred shall be based upon the most efficient, direct, and economical mode of transportation available.
3. Whenever a time frame is established as criteria for eligibility for claiming reimbursement, estimated travel time shall be based upon legal vehicle speed limits, volume of traffic, and weather conditions in effect at the time of travel.

B. Vehicle Transportation

Vehicle use (both County-owned and private) by authorized travelers during the conduct of official County business is subject to Board of Supervisors Policy D-4: County Vehicle Use-Privately Owned and County Owned Vehicles.

1. Private Vehicle

The use of private vehicles is discouraged. The use of a County fleet vehicle is preferred; however, reimbursement for use of a private vehicle, when such use has been authorized by the department head or designee, may be reimbursed subject to the following:

- (a) Travel by private vehicle will be reimbursed at the IRS rate for business use of a personal vehicle in effect in the County at the time of travel. This mileage reimbursement rate shall be



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considered to be full reimbursement for all costs in use of the private vehicle, except for reasonable costs for snow chain installation and removal.

- (b) If air travel would be less costly but the County Traveler prefers to drive, the County will reimburse the traveler for transportation costs equal to what the cost of air travel would have been, including airfare, shuttle, car rental, mileage to the airport, and other costs determined to be reasonable by the department head or designee; transportation costs over and above that amount, as well as any extra days of lodging, meals and incidentals incurred as a result of the decision to drive will be considered a personal, not reimbursable cost of the traveler.
- (c) Authorized travelers may not claim mileage for business use of a private vehicle in the following instances:
 - 1. When the traveler is riding with someone who will be claiming reimbursement for the vehicle's use from the County or another source;
 - 2. When the traveler has been assigned a County Vehicle for home retention (excluding law enforcement vehicles, whether marked or unmarked), or is receiving an allowance or lump sum for mileage, unless specifically provided for in the terms of their agreement or contract with the County or by Board resolution.
- (d) County employee mileage to the regular place of work from home, and back, is considered commuting and may not be claimed.
- (e) County employee mileage to a temporary work location from home, and back, is considered commuting and may not be claimed except in the following cases:
 - 1. If the County employee is required to report to the regular place of work before reporting to the temporary work location, he or she is eligible for mileage from the regular place of work to the temporary work location; and
 - 2. If the County employee is required to report to the regular place of work after working at the temporary work location and before going home, he or she is eligible for mileage from the temporary work location to the regular place of work.



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(f) Mileage in conjunction with authorized County travel to and from the authorized destination shall be based on the distance to the destination from the traveler's home or the regular place of work, whichever is shorter, except in any the following cases:

1. If the traveler is required to report to his or her regular work location before leaving, he or she is eligible for mileage to the authorized destination from the work location;
2. If the traveler is required to report to his or her regular work location before returning home, he or she is eligible for mileage based on the distance from the authorized destination to the work location;
3. If the traveler is in "on-call" status and is called back to work, the traveler is eligible for mileage reimbursement based on the distance from the traveler's home to the work location

2. County Vehicle Transportation

- (a) Travelers using a County vehicle for traveling shall not be eligible for reimbursement for mileage.
- (b) Travelers required to fuel a County vehicle at their own expense due to the unavailability of a county-authorized fueling site, or for other reasons deemed justified by the department head or designee, may be reimbursed for the actual fuel costs subject to presentation of receipt(s).
- (c) If the County vehicle experiences mechanical failure, the traveler shall follow the rules set forth by Fleet Management.

3. Rental Vehicle Transportation

- (a) Vehicles may be rented for transportation at the destination point when the traveler travels to the destination via commercial common carrier and the cost of the rental will be less than the charge for shuttle or taxi service to and from the carrier termination point to the function or hotel accommodations.
- (b) Vehicles may be rented for transportation to the destination point when the cost of the rental will be less than other reasonable and available modes of transportation.
- (c) If more than one traveler from the same department is traveling to the same function, only as many rental vehicles as are needed to accommodate all travelers may be claimed.



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- (d) The traveler shall choose the least expensive size and mileage limits appropriate to the use required, as determined by the department head or designee. Rental cars shall be refueled prior to return to the rental agency to reduce cost to the County, except when the traveler is escorting a person who is under County supervision by an employee of the Sheriff's Office, the District Attorney's Office, the Public Defender's Office, the Probation Department, or Health and Human Services Agency
 - (e) Rental cars shall be returned to the renting location and on time to avoid additional charges.
 - (f) The traveler shall waive additional vehicle insurance provided by the rental company.
4. Commercial Carrier Transportation
- (a) Travelers shall seek and attempt to use the lowest rates available for the type of commercial carrier service being utilized. Whenever possible, travelers should take advantage of flight arrangements that minimize County cost (for example, purchasing a round trip ticket may be less expensive than two one-way tickets). No reimbursement will be provided for travel agent fees, unless the use of such services is a requirement to conduct County business.
 - (b) Claims for travel via commercial carrier shall be limited to the actual cost of travel at economy rates. A traveler may upgrade a ticket; however, the difference in cost for such upgrade, including upgrades to allow early check-in, is the responsibility of the traveler. The County will not reimburse any type of travel insurance unless the department head requests the traveler to purchase cancellation coverage. Reasonable baggage charges, if imposed by the airline, on the first checked bag are reimbursable. The department head or designee may authorize additional baggage fees when employees are required to travel with equipment that is required to perform their duties, and which must be checked.
 - (c) Travelers may retain frequent flyer and hotel rewards and similar program benefits. However, participation in these programs must not influence flight or hotel selection, which would result in incremental cost to the County beyond the lowest available cost unless the difference is paid by the traveler. Free tickets or cash allowances for volunteering to be denied timely boarding may be retained by the traveler but no additional cost to the County or interruption



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of County work is allowed and any additional time required to complete the trip shall be considered personal time.

- (d) If travel plans change, requiring a ticket change that incurs a fee and/or fare increase, reimbursement for such costs will be provided only if it can be demonstrated that the change was in the best interest of the County or was necessary to avoid undue burden on the traveler. Such reimbursement shall be subject to department head approval.
- (e) If credits are issued by airlines for non-refundable tickets due to canceled travel, the department shall be responsible for tracking these credits and using them for subsequent employee travel.

5. Other Transportation Expenses

- (a) The following necessary transportation expenses may be claimed at actual cost when directly related to transporting the traveler to and from the business destination point:
 - (i) Taxi, rideshare services, shuttle, ferry, or public transit fares;
 - (ii) Parking fees
 - Airport long-term parking is preferred for travel exceeding 24 hours. Department head approval is required for alternate parking arrangements that are necessary due to safety concerns or to ensure the security of county vehicles and equipment. A traveler choosing alternate parking without department head approval will be reimbursed at the long-term parking rate.
 - Valet parking will only be reimbursed if it is required by the lodging venue. If a traveler chooses valet parking due to safety concerns or security of county vehicles and equipment when other, less expensive options are available, reimbursement will be subject to department head approval.
 - (iii) Bridge or road tolls (actual cost, not including penalties or fees);
 - (iv) Reasonable costs for snow chain installation and removal; and
 - (v) Other actual transportation expenses determined to be reasonable and necessary by the department head or designee.
- (b) The following transportation expenses may not be claimed:



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- (i) Traffic and parking violations, including fines for non-payment of bridge or road tolls;
- (ii) Repairs on non-County vehicles;
- (iii) Mileage for personal trips while on County business;
- (iv) Purchase cost of snow chains;
- (v) Gratuities for taxi or rideshare services and
- (vi) Other actual transportation expenses determined to be unreasonable or unnecessary by the department head.

IV. Meal Expenses

A. Eligibility for Meal Expense Reimbursement

1. Meal expenses, within maximum allowable rates set forth herein, may be reimbursed for out-of-county travel, and for in-County overnight travel.
2. Generally, meals will not be provided for in-County travel; however, a department head (required for non-county personnel) or designee (for county personnel and volunteers) may approve meals for in-County travel or other activities under special circumstances, which may include, but not be limited to, the following:
 - a. Employees and volunteers are participating in a Search and Rescue mission or training exercise;
 - b. An employee from one slope of the county is required to spend all or part of the workday on the other slope, subject to the provisions of section IV.A.5 of this policy.
 - c. Contractors, consultants, or employees from other agencies are assisting with a county recruitment by serving on an interview panel;
 - d. Employees, volunteers, and employees of other agencies are working in the Emergency Operations Center during an emergency.
3. Travelers on out-of-County business travel that requires overnight lodging are eligible to claim reimbursement for meals taken out-of-County. Reimbursement for full days (at least 12 hours) of travel shall be provided as a per diem lump sum, which covers all meals taken by the traveler for each full day. The per diem rate shall be equal to the maximum federal per diem meal and



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incidental expenses (M&IE) rate established by the General Services Administration (GSA). The per diem rate includes taxes and gratuities.

4. For out-of-County business that is conducted on one business day, if the traveler's actual time for the day is estimated to equal or exceed 12 hours (including work time, the lunch period and round-trip travel time), the traveler is eligible to receive the full per diem reimbursement amount for that day.
5. For partial days (less than 12 hours) spent on out-of-County travel, whether or not lodging is included, individual meals may be claimed in accordance with the following guidelines:
 - (a) Breakfast, when travel time begins two hours or more before the start time for the traveler's regular work schedule for that day;
 - (b) Lunch, when travel time:
 - (i) ends five or more hours past the start time of the traveler's regular work schedule for that day (example: a traveler whose regular schedule is 8:00 a.m.-5:00 p.m. returns from travel after 1:00 p.m.); or
 - (ii) begins five or more hours before the end time of the traveler's regular work schedule for that day (example: a traveler whose regular schedule is 8:00 a.m.-5:00 p.m. leaves for a trip before 12:00 p.m.).
 - (c) Dinner, when travel time extends two hours or more past the end time for the traveler's regular work schedule for that day.
6. Reimbursement rates for individual meals shall be at the individual meal rate for that individual meal as established by the GSA.
7. Reimbursement may exceed the prescribed individual meal rate if the meal is being served as a part of the authorized event and the cost of the meal is itemized separately from the event's registration or attendance fees. For example, the registration fee for a multi-day conference includes lunches but an optional dinner is offered on one night at an additional cost.
8. Reimbursement may exceed the prescribed individual meal rate when a group meal is provided, and when approved by the department head or designee. Examples include meals provided to



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Search and Rescue volunteers working on a mission or training exercise and meals provided to emergency workers.

9. Unless specifically approved by the department head or designee, a traveler may not claim reimbursement for any meal which is provided, or otherwise available, to the traveler as part of the function, whether or not there is an actual charge for the meal. For example, if lunch is provided at the function, the traveler may not claim a per diem allowance or request reimbursement for eating elsewhere. Receipts will be required for reimbursement of alternate meals authorized by the department head or designee. For purposes of this section, continental breakfast and breakfast included in lodging rates and meals provided during airline or other commercial carrier travel do not constitute provided meals and shall not be deducted from the per diem allowance.
10. A traveler may not claim reimbursement for a meal that was paid for by someone else.
11. As required by California Government Code 53232.2 Board of Supervisors members must provide receipts for all meals and will be reimbursed at the appropriate per diem amount or the actual expense, whichever is less.

V. Lodging Expenses

A. Eligibility for Lodging

1. Travelers are not eligible to claim reimbursement for lodging for in-County travel, unless authorized by a department head or designee when assigned activities require the traveler to spend one or more nights in an area of the County that is distant from their place of residence (e.g., western slope County Employee assigned to 2-day activity in South Lake Tahoe).
2. For out-of-County business that is conducted on one business day, if the traveler's actual time for the day is estimated to equal or exceed 12 hours (including work time, the lunch period and round-trip travel time), then the traveler will have the option of securing one night's lodging at either the beginning or end of the trip. Illustration: A County Employee who resides in South Lake Tahoe is required to attend a one-day business meeting in Sacramento. The County employee estimates that the total time for the day without obtaining lodging would be 14 hours (8 hours of meetings, 1 hour for lunch and 5 hours for round-trip travel). The employee will have the option



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of securing one night's lodging in Sacramento, either the night before the meeting, or after conclusion of the meeting.

3. Travelers are not eligible to claim reimbursement for lodging costs when staying overnight as a guest of friends or relatives.
4. Lodging expenses shall be claimed at either the actual cost of the lodging (limited to the single occupancy rate for a single room) or the County's maximum lodging rate (Federal Per Diem Rate established by GSA), whichever is less. Taxes and resort fees are in addition to the Federal Per Diem Rate.
5. Lodging costs may exceed the County's maximum lodging rate in the following situations:
 - (a) The authorized event is to be held at the particular hotel or events are scheduled for evening hours, or
 - (b) The CAO has given advance written authorization.
6. Except when registering for lodging at a pre-arranged group rate in conjunction with a conference or meeting, County Travelers shall request the government rate or lowest available eligible rate when making lodging arrangements.
7. Travelers are responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Travelers will not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not canceling the room and the department head has determined that the reasons are valid.

VI. Advance Payments

After travel has been authorized, departments are encouraged to pre-pay expenses, to the extent feasible, using a County credit card, and to provide travelers with County credit cards (subject to credit card use policy) when traveling; however, when this option is not available or practical, an advance may be requested.

- A. The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%) Advances will not be issued in amounts less than \$100 or more than \$1,000. The "out of pocket" expenses may include per diem allowances, individual meals, taxi and public



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transportation, lodging, parking, and registration costs, but does not include mileage reimbursement for the use of a personal vehicle.

B. A County credit card may not be used for expenses for which the traveler has received an advance.

VII. Actual Travel Costs Exceeding Estimates

When actual travel costs exceed the estimated costs by more than 2% or \$10.00, whichever is greater, the payment must be approved by the original approving authority

VIII. Compliance and Claim Processing

A. It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel, and expense claims. The failure to properly complete any form or follow any policy or procedure may result in the return of a claim without reimbursement.

B. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor-Controller and Chief Administrative Office.

C. Department Heads are responsible for ensuring that claims for reimbursement are submitted to the Auditor-Controller's Office in a timely fashion, preferably within 30 days following completion of the travel.

RESPONSIBLE DEPARTMENT

Chief Administrative Office

DATES ISSUED AND REVISED; SUNSET DATE

Issue Date:	12/13/2016	Sunset Review Date:	12/31/2020
Original Adoption Date:	12/22/1987	Previous Revision Date:	10/20/2009

Exhibit B
Annual Budget

Agency Name: The Unity Care Group FY 2018 - FY 2020

Project Name: County of El Dorado - Independent Living Skills Program (ILP)

<i>Direct Costs</i>				
	July 2017 - June 2018	July 2018 - June 2019	July 2019 - June 2020	Total
Personnel Costs				
Salaries	\$ 95,000	\$ 97,850	\$ 99,807	\$ 292,657
Payroll Taxes	\$ 8,550	\$ 8,807	\$ 8,983	\$ 26,339
Employee Benefits	\$ 15,200	\$ 15,656	\$ 15,969	\$ 46,825
				\$ -
				\$ -
Subtotal Personnel Costs	\$ 118,750	\$ 122,313	\$ 124,759	\$ 365,821
Operating Expenses				
Mileage	\$ 9,000	\$ 9,000	\$ 9,000	\$ 27,000
Incentives	\$ 10,000	\$ 10,000	\$ 10,000	\$ 30,000
Program Supplies & Equipment	\$ 1,855	\$ 366	\$ 355	\$ 2,576
Office Supplies	\$ 1,710	\$ 1,460	\$ 1,460	\$ 4,630
Communication Expenses Cell Phones	\$ 895	\$ 939	\$ 968	\$ 2,801
Occupancy Costs	\$ 8,400	\$ 8,678	\$ 8,715	\$ 25,793
Staff Training	\$ 1,000	\$ 300	\$ 300	\$ 1,600
Miscellaneous + Start Up Expenses:	\$ 3,905	\$ 2,500		\$ 6,405
Subtotal Operating Expenses	\$ 36,764	\$ 33,243	\$ 30,798	\$ 100,805
<i>Indirect Costs</i>				
Adm. Overhead .12.5% of Cost	\$ 19,485	\$ 19,444	\$ 19,444	\$ 58,373
Subtotal Indirect Costs	\$ 19,485	\$ 19,444	\$ 19,444	\$ 58,373
Emancipated Youth Stipend	TBD			TBD
Grand Total	\$ 175,000	\$ 175,000	\$ 175,000	\$ 524,998

Not To Exceed Contract Value \$ 175,000 \$ 175,000 \$ 175,000 \$ 525,000

Exhibit B

Annual Budget

Agency Name: The Unity Care Group

FY 2018 - FY 2020

Project Name: County of El Dorado - Independent Living Skills Program (ILP)

Staffing Costs All FY's Based Upon Estimated FY2018			
Staff Name and Job Title	Annual Salary	% of Time Allocated to this Project	Salary Allocated to this Contract
Program Manager Shane Libby		<12%	\$ 8,000
Program Supervisor / Case Manager TBH	\$ 46,000	100%	\$ 46,000
ILP Employment Education Specialist / Case Manager TBH	\$ 41,000	100%	\$ 41,000
Total			\$ 95,000

Exhibit C

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; and

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; and

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

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

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

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

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

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

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

2. Scope of Use and Disclosure by BA of County Disclosed PHI

- A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
- (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
 - (3) disclose PHI as necessary for BA's operations only if:
 - (a) prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (i) to hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
 - (ii) the third party will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
 - (4) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (5) not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - (6) de-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.

3. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
 - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308,164.310,164.312, and 164.504(e)(2). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule.
 - B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
 - C. Report to County in writing of any access, use or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
 - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment and Disclosure Accounting. BA agrees to:
 - A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
 - B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in

the event that the PHI in BA's possession constitutes a Designated Record Set.

- C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if know, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
 - (2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.

- D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary") , BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.

5. Obligations of County.

- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.

- B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.

- C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.

- D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
 - (1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
 - (2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
- C. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
 - (2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and . BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity

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

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

Contract #: 098-S1811
Index Code: 530900

CONTRACT ROUTING SHEET

Date Prepared: August 4, 2017 → 8/14/17

Need Date: August 18, 2017 → 8/21/17

PROCESSING DEPARTMENT:

Department: HHSA - Contracts
Dept. Contact: Jason Stalder
Phone #: 530-642-7331
Department: _____
Head Signature: [Signature]

CONTRACTOR:

Name: The Unity Care Group
Address: 1400 Parkmoor Ave., #115
San Jose, CA 95126
Phone: 408-971-9822

Patricia Charles-Heathers, Ph.D., Director 8/11/17

CONTRACTING DEPARTMENT: Child Welfare Services

Service Requested: Independent Living Program Services for current and former foster youth
Contract Term: Upon Execution through 6/30/20 Contract/Grant Value: NTE \$525,000
Compliance with Human Resources requirements? N/A _____ Yes x No: _____
Compliance verified by: Misty Garcia on 8/4/17

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: X Disapproved: _____ Date: 8/16/17 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

EL DORADO COUNTY COUNSEL
2017 AUG 4 AM 9:56

PLEASE FORWARD TO RISK MANAGEMENT. THANK YOU!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: _____ Date: 8-17-17 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

NOTE: Any contract that involves the development, installation, implementation, storing, retrieving, transfer, or sending of electronic information, the acquisition of software or computer related items, or any other service/item that may be IT related, especially those that involve computers and telecommunications, must be approved by IT before submission to Counsel. This also applies to any other contract that requires approval from another department.

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

Please contact Jason Stalder x 7331 with questions or for contract packet pick-up. Thank you!

[Signature] 8/14/17
Chief Fiscal Officer Date

Katayun Tang 8/7/17
Deputy Director, Administration and Contracts Date

James Robbins
Julia 8/14/17
20-0506 C 51 of 52

8/7/17



County of El Dorado

Board of Supervisors
Department
330 Fair Lane, Building A
Placerville, California
530-621-5390
FAX 530-622-3645
www.edcgov.us/bos

Minute Order Board of Supervisors

Shiva Frentzen, Chair, District II
Michael Ranalli, Vice-Chair, District IV
Sue Novasel, Second Vice-Chair, District V
John Hidahl, District I
Brian K. Veerkamp, District III

James S. Mitrisin, Clerk of the Board of Supervisors
Don Ashton, Chief Administrative Officer
Michael J. Ciccozzi, County Counsel

Tuesday, May 23, 2017

8:00 AM

330 Fair Lane, Placerville, CA

7. 17-0534

Health and Human Services Agency (HHS), recommending the Board:

- 1) Award Request for Proposals (RFP) 17-952-042, to the successful proposer, Unity Care, to provide Independent Living Program services for foster youth in El Dorado County;
- 2) Authorize HHS to negotiate a three (3) year Agreement for Services with Unity Care, with a maximum annual obligation Not-To-Exceed \$175,000, and a total Not-To-Exceed Amount of \$525,000;
- 3) Authorize the Purchasing Agent to execute said Agreement for Services, contingent upon approval by County Counsel and Risk Management; and
- 4) Authorize the Purchasing Agent, or designee, to execute any amendments relating to the Agreement developed in association with RFP 17-952-042, which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: 2011 Realignment Funds and Federal Funding.


This matter was Approved on the Consent Calendar.

I CERTIFY THAT:

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

Attest: James S. Mitrisin, Clerk of the Board of Supervisors of the County of El Dorado, State of California.

By: _____


Kim Dawson, Sr. Deputy Clerk

Date: _____

5/24/17