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# ORIGINAL

## AGREEMENT FOR SERVICES #040-S0911

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Choices Transitional Services, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2716 Coloma Street, Suite F, Placerville, CA 95667, (hereinafter referred to as "Contractor");

### WITNESSETH

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide services and supports on an "as requested" basis for clients of the Mental Health Department (MHD) who are part of a self-sufficiency and transitional housing program; and,

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

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

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

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

## ARTICLE I

**Scope of Services:** Contractor agrees to provide services and supports (the personnel, equipment, and services required to provide independent living skills training, house management and supervision services) for adults with serious mental illness in a self-sufficiency and transitional housing program on an "as requested" basis for clients referred by the County through its Mental Health Department. Contractor shall ensure that it has capacity to accept enrollment of up to ten (10) clients at any given time in its self-sufficiency and transitional housing program located in Placerville, California.

Contractor and County shall collaboratively evaluate clients to determine whether enrollment or continuation of enrollment is appropriate for the self-sufficiency and transitional housing program, and the primary concern shall be safety of all the clients. If there is disagreement about whether enrollment or continuation of enrollment is appropriate, Contractor will make final determination, based on safety. In general County will refer to Contractor for evaluation of whether enrollment or continuation of enrollment is appropriate persons that meet the following criteria: (a) age appropriate, (b) have serious mental illness, and (c) are homeless or at risk of homelessness. Additionally, if the candidate for enrollment has active substance abuse issues, that person must be engaged in treatment for those issues.

It is understood that except as to the requirement dealing with substance abuse treatment, the aforementioned criteria may be changed from time to time as may be determined by County.

Contractor shall work collaboratively with County to provide services designed to encourage independence and self sufficiency in clients referred by County. Contractor shall provide skills training for clients to work toward the program goal of independent living. These skills shall include but not be limited to: budget planning, shopping, cooking, use of available transportation systems, and general mobility.

Prior to enrollment in the self-sufficiency and transitional housing program, the contractor shall participate with the County and client in developing an individualized client self-sufficiency plan which shall include a budget outlining amount of rent to be paid by the enrollee, amount to be set aside in savings, and monthly spending allocation. Self-sufficiency goals will specify responsibilities for the client, the contractor, and the county staff. Contractor will provide a written landlord-tenant agreement that will be signed by each enrollee.

*Schedule.* Services shall be provided during the following days and hours: Monday through Friday from 7:00 am through 10:00 am and from 4:00 pm through 10:00 pm. On weekends and County Holidays, hours of service will be from 9:00 am through 9:00 pm. County Holidays are:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

At all times other than those listed, Contractor shall maintain twenty-four (24) hour a day emergency coverage, three hundred sixty-five (365) days per year.

*Authorization.* Contractor shall only begin services for a specific client upon receipt of written authorization from the MHD Director or delegatee. Contractor shall secure prior approval from the designated County Program Manager before making changes to the authorized treatment plan.

*Cultural Competence.* Contractor shall provide these services in an atmosphere of cultural competency, offering services that will meet the needs of participants from different cultural backgrounds. Free interpretation services shall be available for each client and can be accessed, at no cost to Contractor, via the interpretation agreement maintained by County.

*Meetings.* Contractor will participate in monthly meetings with the MHD for the purpose of reviewing the Contractor's activities under this contract and will at all times cooperate in making data and information on the implementation of this contract accessible to MHD.

*Reports.* Contractor shall provide monthly service delivery reports to County specifying services provided and milestones achieved for each individual enrolled in relationship to their self-sufficiency plan, and such other periodic reports on the activities conducted pursuant to this contract, as required by the County, including data and information deemed sufficient by the County to measure performance and outcomes. It is understood and agreed that access to Contractor's data and information is essential for the County, and that Contractor shall cooperate in identifying and providing this data and information to County.

*Information.*

Contractor shall, on an ongoing basis, collect a variety of data on clients served under this contract as may be requested by the County. It is understood and agreed that the Contractor's provision of data and information to the County on Contractor's activities under this agreement is essential.

## **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of July 1, 2008 through December 31, 2008.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Contractor monthly in arrears. For the purposes hereof, the monthly billing rate shall be \$7,870.00. It is understood and agreed that the flat monthly billing rate will be reduced by \$100.00 for services per day for each day that Contractor is unable to provide one or more of the ten enrollments as called for in this agreement when needed by the County.

County agrees to reimburse Contractor for any miscellaneous services, medications or goods acquired in compliance with the requirements for Authorization and Use of Flex Funds as specified in Exhibit "A", marked "Flex Funds", incorporated herein and made by reference a part hereof. Flex Funds are discretionary funds to be used to provide services and goods for clients on an as needed basis. Flex fund expenditures must be authorized in advance by the County Contract Administrator or designee. The not to exceed amount for Flex Funds expenditures under this Agreement is \$2,500.00.

Contractor shall submit monthly invoices no later than thirty (30) days following the end of a "service month". For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with ARTICLE I, "Scope of Services". Payment shall be made within forty five (45) days following the County's receipt and authorization of invoice(s). Failure to submit invoices within 30 days following the end of a service month may result in a significant delay in payment.

The total amount of this agreement shall not exceed \$49,720.00.

#### **ARTICLE IV**

**HIPAA Compliance:** All data, together with any knowledge otherwise acquired by Consultant during the performance of services provided pursuant to this Agreement, shall be treated by Consultant and Consultant's staff as confidential information. Consultant shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the Consultant receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Consultant shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

#### **ARTICLE V**

##### **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 7 CFR Part 3017, 45 CFR 76, or 34 CFR 85. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- Have not within a three year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.

- 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 Paragraph b(2) herein; and
- Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- Shall not knowingly enter in to any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State.
- Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to County. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549. If the contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, County may terminate this agreement for cause or default.

#### **ARTICLE VI**

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

#### **ARTICLE VII**

**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 VIII**

**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 IX**

**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 X**

**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 XI**

**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 XII**

**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.

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**ARTICLE XIII**

**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  
DEPARTMENT OF MENTAL HEALTH  
670 PLACERVILLE DRIVE, SUITE 3  
PLACERVILLE, CA 95667  
ATTN: CHRISTINE KONDO-LISTER, DEPUTY DIRECTOR

or to such other location as the County directs, with carbon copies to:

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: BONNIE H. RICH, PURCHASING AGENT

COUNTY OF EL DORADO  
DEPARTMENT OF MENTAL HEALTH  
670 PLACERVILLE DRIVE, SUITE 1B  
PLACERVILLE, CA 95667  
ATTN: CONTRACTS

Notices to Contractor shall be addressed as follows:

CHOICES TRANSITIONAL SERVICES  
2716 COLOMA STREET, SUITE F  
PLACERVILLE, CA 95667  
ATTN: GENIENE McCLELLAN, EXECUTIVE DIRECTOR

or to such other location as the Contractor directs, with a carbon copy to:

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: BONNIE H. RICH, PURCHASING AGENT



#### **ARTICLE XIV**

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

#### **ARTICLE XV**

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$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, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to 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 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 the protection of the County.

## ARTICLE XVI

**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 XVII**

**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 XVIII**

**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 XIX**

**California Residency (Form 590):** All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. 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 XX**

**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 XXI**

**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 XXII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Christine Kondo-Lister, Deputy Director, Mental Health Department, or successor.

**ARTICLE XXIII**

**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 XXIV**

**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 XXV**

**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 XXVI**

**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:  Dated: 9/18/08  
Christine Kondo-Lister, Deputy Director  
Mental Health Department

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:  Dated: 9/19/08  
John Bachman, Director  
Mental Health Department

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

-- COUNTY OF EL DORADO --

Dated: 8/26/08  
By: [Signature]  
Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By: [Signature] Dated: 8/26/08  
Deputy Clerk

-- CONTRACTOR --

Dated: 9-19-08

CHOICES TRANSITIONAL SERVICES  
A CALIFORNIA CORPORATION

By: [Signature]  
Geniene McClellan  
Executive Director  
"Contractor"

By: N/A  
Corporate Secretary

## **EXHIBIT "A"**

### **FLEX FUNDS**

#### **Authorization and Use of Flex Funds**

Flex Funds are discretionary funds to be used to acquire the services, medications, and goods needed to facilitate, as appropriate, client self-sufficiency consistent with the purposes of this Agreement.

Guiding Principles in approving Flex Funds for Prospect Place and Uplift clients appear below. This is a non-exhaustive list of factors that will be considered in determining whether to approve a proposed expenditure. Is the acquisition:

- Related to a Client Plan treatment goal?
- Consistent with the program goal of self-sufficiency?
- Unable to be met by client, family or informal supports?
- Have repayment plans for these funds been considered with the client?
- Is this an essential resource for client-wellbeing and recovery?
- Is it an option, therapeutic or appropriate to work with the client to earn or save his/her own funds for this resource?

Request for approval of the use of Flex Funds should include a narrative section explaining which MHSA goal the purchase is linked to and how the expenditure assists the client advance toward that goal.