

VENDOR AGREEMENT

This Agreement, made and entered into this 1st day of July, 2008, in the State of California, by and between DEL ORO CAREGIVER RESOURCE CENTER, hereinafter call DCRC, through its duly appointed representative, and EL DORADO COUNTY DEPARTMENT OF HUMAN SERVICES, COMMUNITY SERVICES DIVISION, hereinafter called the "Contractor".

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of DCRC hereinafter expressed, does hereby agree to furnish to DCRC services and materials, as follows:

1. The Contractor, upon receipt of signed vouchers from DCRC approved clients/families, agrees to furnish services and materials (subject to the availability of qualified personnel) at the fixed rate of \$46.00 per day respite care per person. Rates charged at the beginning of the contract period shall remain fixed through June 30, 2009, notwithstanding any provision to the contrary.

2. The Contractor agrees to carry out the project in accordance with the DCRC Procedural Guidelines for Contractors, shown as Exhibit "A", and made a part hereof by reference.

3. The Contractor agrees to coordinate its activities relating to the performance of this contract with the DCRC and its directors, officers, employees and representatives.

4. The period of this contract shall be from July 1, 2008 through June 30, 2009.

5. During the performance of this contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. The Contractor shall insure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 or Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. The Contractor shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

6. In consideration of the Contractor's services herein, performed in a manner acceptable to DCRC, DCRC shall reimburse the Contractor monthly for the amounts not to exceed those authorized in DCRC's voucher to the Contractor for that month. Said reimbursement shall not be paid until release of said funds to DCRC from the Adult Services Section of the California Department of Mental Health. In order to avoid delay in payments, the Contractor shall return the vouchers and monthly billing to DCRC for each month not later than the fifteenth day of the following month. Payments hereunder are, however, subject to the provisions of Para. 7, below.

7. It is also understood that reimbursement from DCRC to the Contractor is dependent upon the timely release of funds to DCRC from the Adult Services Section of the California Department of Mental Health. DCRC agrees to use its best efforts to obtain the timely release of

such funds.

8. The DCRC reserves the right to deny any claim in excess of the amounts authorized.

9. This contract may be terminated by either party upon 30 days written notice to the other party.

10. It is understood that this contract is subject to the review and approval of Specialized Program, Adult Services Section of the CA Department of Mental Health prior to implementation.

11. It is understood by the Contractor that DCRC is only a fiscal agent and shall have no liability whatsoever to Contractor except to disburse funds provided by the State of California.

12. The Contractor agrees to indemnify, defend and save harmless the DCRC and the State of California, their directors, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation working under agreement with contractor for furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the negligence of the Contractor, or its employees, agents, or subcontractors in the performance of this contract.

13. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of DCRC or the State of California.

14. The DCRC may terminate this agreement by five days prior written notice to Contractor to cure any breach of this agreement and be relieved of the payment of any consideration to Contractor (except for services performed by Contractor up through the month prior to the month in which this contract is terminated) should Contractor materially fail to perform any of the covenants, conditions, agreements, or stipulations herein contained at the time and in the manner herein provided. In the event of such termination the DCRC may proceed with the work in any manner reasonably deemed proper by the DCRC. The excess cost to DCRC in proceeding with the work for the month in which termination is effective shall be deducted from any sum due the Contractor under this agreement for the month in which the termination is effective, and the balance, if any, shall be paid to the Contractor in accordance with the provisions of Paragraph 6 hereof for services satisfactorily performed by Contractor prior to termination.

15. Without the written consent of the other party and the State of California, this agreement is not assignable by one party either in whole or in part.

16. Time is the essence of this agreement.

17. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

18. The Contractor is self insured being a governmental entity.

19. The rates charged by the Contractor, and paid to it, as provided herein, shall be in compensation for all of the Contractor's expenses incurred in the performance hereof, including but not limited to travel and per diem, unless otherwise expressly so provided.

20. If the Contractor utilizes State funds in excess of \$10,000, it shall be subject to the examination and audit of the Auditor General of the State of California for a period of three years after final payment has been made under this contract (Government Code, Section 10532).

21. The Contractor agrees to provide Respite Care as defined in Exhibit B, and made a part hereof by reference.

22. Michelle Nevins, Executive Director, or successor, is the duly appointed representative for administering this contract on behalf of DCRC. On behalf of the Contractor, the County Officer or Employee with responsibility for administering this agreement is Doug Nowka, Director, Department of Human Services, Community Services Division, or successor.

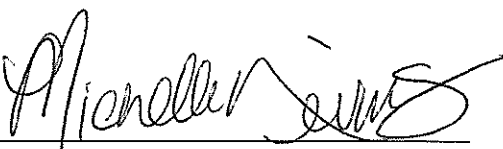
23. All notices under this contract shall be by regular first class mail addressed to the parties as follows (or to such other address as one party may by notice hereunder advise the other):

If to Contractor El Dorado County Department of Human Services
 Community Services Division
 Attn: Doug Nowka
 935 A Spring Street
 Placerville, CA 95667
 (530) 621-6150


If to DCRC: Del Oro Caregiver Resource Center
 5723A Marconi Avenue
 Carmichael, California 95608
 (916) 971-0893

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written on page one of this contract agreement.

DEL ORO CAREGIVER
RESOURCE CENTER

By 
Michelle Nevins, Executive Director

EL DORADO COUNTY DEPARTMENT
OF HUMAN SERVICES, COMMUNITY
SERVICES DIVISION

By 
Doug Nowka, Director

DEL ORO CAREGIVER RESOURCE CENTER
PROCEDURAL GUIDELINES FOR CONTRACTORS

1. The Del Oro Caregiver Resource Center (DCRC) is responsible for authorizing services for counseling, legal consultations, respite services, and other specialized consulting services through DCRC approved vendors and consultants.
2. The DCRC prepares intake information, assesses the family's need for service, obtains family consent to a co-payment based on annual household income, and, with the family's agreement, selects a vendor or consultant on contract with DCRC.
3. DCRC will mail the original copy of the voucher to the vendor, to be returned to DCRC by the vendor at the time of billing. Voucher information includes:
 - * The client family to receive service
 - * The vendor providing the service
 - * Hourly/weekly/daily rate for service
 - * Units of service per month
 - * The maximum monthly expenditure per client
 - * Type(s) of service authorized
 - * Duration of voucher
4. At the beginning of each month a new voucher will be completed for each client family.
5. DCRC will pay the costs of services in accordance with the terms of the contractual agreement and the voucher.
6. Utilizing their regular billing system, the vendor must return the original voucher signed by the vendor or a copy of same with each billing or month-end statement. The bill **MUST** include client name, date(s) of service, service description, unit rate, and total cost.
7. All bills must be submitted by the 15th day of each succeeding month to insure payment in a timely fashion. Invoices received after the 15th will be subject to delayed payment. Late invoices submitted after the end of the fiscal year cannot be honored.
8. Any additional services and their payment, other than what is authorized through the DCRC voucher system, must be arranged privately between the family and the vendor.
9. Any changes which affect services must be discussed jointly by the vendor and the DCRC.

Exhibit A

EXHIBIT B: Definition of Respite Care

Respite care allows the primary care provider a break from the constant responsibility of caring for a disabled adult. The Senior Day Care Center provides care and supervision of disabled adults thereby giving the primary caregiver a "respite" from their caregiving duties.

The Agency Reimbursement Rate covers 8:30 am to 4:30 pm each Monday through Friday.

The services offered at the Center are designed to meet the needs of the individual participant and include:

- A hot lunch, mid-morning and afternoon snacks
- Door-to-door transportation
- Physical & Speech therapy
- Health education and monitoring
- Personal Care assistance
- Individual & group counseling
- Self-esteem building
- Individual & group exercise programs
- Nutritional counseling
- Recreation & leisure activities
- Arrangement of appropriate contacts with social & health care professionals
- Support groups for participants and caregivers
- Explanation of and assistance with applying for various entitlement programs