

# CONTRACT ROUTING SHEET

Date Prepared: 3/22/07

Need Date: \_\_\_\_\_

### PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts  
Dept. Contact: Dustin Bailey  
Phone #: 5833  
Department  
Head Signature: Bonnie H. Rich  
Bonnie H. Rich

### CONTRACTOR:

Name: Grace Home  
Address: 108 Oak Rock Circle  
Folsom, CA 95630  
Phone: (916) 988-1808

2007 MAR 22 AM 10:39  
EL DORADO COUNTY COUNSEL  
*Mindy Rowland*

### CONTRACTING DEPARTMENT: Mental Health

Service Requested: Supplemental Residential Care Services for mentally disordered adults  
Contract Term: 2 year Contract Value: \$60,000.00  
Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
Compliance verified by: \_\_\_\_\_

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

Approved:  Disapproved: \_\_\_\_\_ Date: 3-26-07 By: Carlynn  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

ASSIGNMENT  
DATE: 03/22/2007  
ATTORNEY: ED HARRIS  
DEPT./INDEX NO.: CE 0100  
BY: [Signature]

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

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

Approved:  Disapproved: \_\_\_\_\_ Date: 3/28/07 By: [Signature]  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

2007 MAR 27 PM 12

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

Departments: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_



# ORIGINAL

## AGREEMENT FOR SERVICES #658-S0711

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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 Danilo and Gloria Ibanez, dba Grace Home, duly qualified to conduct business in the State of California, whose principal place of business is 108 Oak Rock Circle, Folsom, CA 95630 and whose licensed Community Care Facilities are located at Grace Home I, 5801 Pecan Avenue, Orangevale, CA 95662 and Grace Home II, 9260 Loma Lane, Orangevale, CA 95662, (hereinafter referred to as "Contractor");

### WITNESSETH

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide Supplemental Residential Care Services for mentally disordered adults (hereinafter referred to as "Clients") in licensed community care facilities on an "as requested" basis for the Department of Mental Health; and

**WHEREAS**, Supplemental Residential Care Services is defined as services to augment basic living and care services for mentally disordered adults in licensed community care facilities (hereinafter referred to as "facilities"), as defined in Section 1502 of the Health and Safety Code; and

**WHEREAS**, Supplemental Residential Care Services shall include, but are not limited to, supportive, supervisory and rehabilitative services, as defined in the Client's Service Plan (hereinafter referred to as "CSP"), and are provided in addition to the basic care and supervision required by licensed Facilities; and

**WHEREAS**, Supplemental Residential Care Services are intended to facilitate the movement of Clients to less restrictive levels of care; and

**WHEREAS**, Facilities eligible to be certified for payment for Supplemental Residential Care Services from County Mental Health shall be licensed Facilities authorized by the State Department of Social Services to provide care and supervision to Clients. Such Facilities shall be certified for participation by the County, and services shall be provided through written Agreement; 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 provisions of these services provided by Contractor are 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 furnish licensed facilities, personnel and services necessary to provide Supplemental Residential Care Services for Clients on an "as requested" basis for the Department of Mental Health. Contractor agrees to comply with all applicable provisions of Title 9 of the California Administrative Code.

Contractor's responsibilities shall include, but not be limited to, services set forth as follows:

1. Cooperate with the County staff in developing a program plan to meet the goals, objectives and activities outlined in the CSP subsequent to the authorized referral of Client by the County to Contractor's Facility. The CSP shall be developed by the County's designated Case Manager, in cooperation with the Client and Contractor.
2. Participate in essential training necessary for the continued Supplemental Residential Care Services as directed by the Designated Case Manager.
3. Obtain a minimum of twenty (20) hours of training per year for Contractor's supervisory staff certified by a state-recognized residential care association, or as approved by the County. Training shall be in accordance with programs relevant to mental health and Facility services as needed for the care of Clients.
4. Maintain individual Client records in accordance with County requirements, specifically as mandated by the State Department of Mental Health Services.
5. Allow County, or its authorized representative, access to the Facilities and Client records to the extent authorized by law, for County purposes including, but not limited to Client assessment, monitoring, record review and consultation as deemed necessary by the County.
6. Maintain the level of services necessary to accommodate the specialized needs of Clients, as determined and identified by the County in the CSP.
7. Provide for and/or arrange for Client transportation needs as may be necessary for Client's medical (physical) health and to ensure Client participation in planned programs and/or activities as defined in the CSP.
8. Encourage Client to take increased responsibility for the Client's own treatment by supporting self-established goals and the use of support and treatment systems and programs.



9. Assist Client with developing social relationship skills, such as communicating with others and expressing feelings appropriately.
10. Participate with County staff in regular meetings as necessary to assess the ongoing needs of Clients placed in Facilities.
11. Provide close supervision of, and intensive interaction with Clients who may require the management of the more difficult or complex behavioral problems, consistent with the CSP.
12. Notify Case Management Program Coordinator (or the County Contract Administrator) in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which may expose County to any liability. Such occurrences include, but are not limited to accidents, injuries or negligent acts or omissions.

Clients who receive Supplemental Residential Care Services shall be assessed and monitored by the County's designated Case Manager initially upon placement, and at least every ninety (90) days thereafter, utilizing a standardized assessment procedure established by the County and under direct supervision of the County's Contract Administrator. The assessment procedure shall be used to assist the Case Manager in determining the functional ability and programmatic needs of Client, and the appropriateness of placement in Facilities providing Supplemental Residential Care Services.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2007 through June 30, 2009.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered, including the name of Client for which services were provided. County shall reimburse Contractor in accordance with the approved Supplemental Rate for the level of care provided and in accordance with Section 4075 of the Welfare and Institutions Code. The Supplemental Rate is based on Facility size and the level(s) of care for which Contractor is authorized to provide and for which Client is certified. For the purposes hereof, Contractor will accept the rate of \$650.00 per Client per month.

All invoices to County shall be supported, at Contractor's sole expense and maintained at Contractor's Facility, by source documentation including a Client record for each Client billing and a record of CSP subsequent to referral and authorization by the County.



County may withhold any payment if Contractor fails to comply with any provisions of this Agreement or is found to be out of compliance with the Community Care licensing Regulations as noted on the Agency's Licensing Report. Contractor shall not claim reimbursement for services provided beyond the expiration and/or termination of this Agreement, except as otherwise provided for under this Agreement.

The total amount of this Agreement shall not exceed \$60,000.00 for the two (2) year period.

#### **ARTICLE IV**

##### **Confidentiality**

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

#### **ARTICLE V**

**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 VI**

**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 VII**

**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 VIII**

**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 IX**

**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 X**

### **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 XI**

**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  
MENTAL HEALTH DEPARTMENT  
344 PLACERVILLE DRIVE, SUITE 20  
PLACERVILLE, CA 95667  
ATTN: BARRY WASSERMAN, ADULT SERVICES PROGRAM MANAGER

or to such other location as the County directs.



Notices to Contractor shall be addressed as follows:

GRACE HOME  
108 OAK ROCK CIRCLE  
FOLSOM, CA 95630  
ATTN: DANILO OR GLORIA IBANEZ

or to such other location as the Contractor directs.

### **ARTICLE XII**

**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 XIII**

**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 XIV**

**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 XV**

**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 XVI**

**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 XVII**

**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 XVIII**

**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 XIX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Barry Wasserman, Adult Services Program Manager, Mental Health Department, or successor.

**ARTICLE XX**

**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 XXI**

**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 XXII**

**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 XXIII**

**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.

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**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By: Barry Wasserman Dated: 4/16/07  
Barry Wasserman  
Adult Services Program Manager  
Mental Health Department

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: John Bachman Dated: 4/16/07  
John Bachman, Ph.D.  
Director  
Mental Health Department

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

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

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

Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

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

Deputy Clerk

-- CONTRACTOR --

Dated: 4/24/07



Danilo Ibanez, individually and dba  
Grace Home  
"Contractor"

Dated: 4/24/07



Gloria Ibanez, individually and dba  
Grace Home  
"Contractor"