

**INDEPENDENT VENDOR AGREEMENT  
MULTIPURPOSE SENIOR SERVICES PROGRAM**

THIS CONTRACT is entered into this 1st day of September 2022, by and between California Health Collaborative, hereinafter called CHC or AGENCY, and County of El Dorado, Health & Human Services Agency hereinafter called VENDOR.

WHEREAS California's Multipurpose Senior Services Program (MSSP) was mandated by Welfare and Institutions Code 9400 et seq, which addresses the problem of fragmentation of health and social services for the frail elderly; and

WHEREAS the Multipurpose Senior Services Program will cooperate with local programs providing services to the elderly for the purpose of developing a coordinated and comprehensive service delivery network to assist eligible frail elders who are at risk of being institutionalized to remain in their own homes; and

WHEREAS CHC and VENDOR are willing to comply with the terms and conditions of the MSSP program, and its purposes and objectives;

NOW THEREFORE, in consideration of the recitals and mutual obligations of the parties as herein expressed, CHC AND VENDOR further agree as follows:

**1. CHC RESPONSIBILITIES.**

A. CHC is responsible for the MSSP client enrollment, assessment and care planning; arranging with VENDORS to provide services; sharing client information where necessary or appropriate; specifying authorized services and time frame for performance of services requested; monitoring service delivery; notifying the VENDOR regarding any modification of services, or the termination of services, and processing claims from VENDOR for payment for services.

B. CHC shall inform VENDOR of any changes in the program which affect the delivery of services by the VENDOR and resolve any problems or conflicts between VENDOR, MSSP clients, and any state federal or local entity involved in the MSSP program.

C. In consideration for VENDOR providing the services authorized by CHC, CHC agrees to pay VENDOR in accordance with the terms specified in this Agreement.

**2. VENDOR RESPONSIBILITIES.**

A. VENDOR agrees to exercise special skill to provide a variety of services that include: Adult Day Care to assist MSSP clients. **See Attachment "A" Scope of Services.**

B. VENDOR shall provide, in a satisfactory and proper manner, as authorized by CHC's representatives, services defined and set forth in Attachment "A" to clients enrolled in the MSSP . Only those services specifically authorized by CHC are to be provided.

C. VENDOR shall provide all necessary qualified personnel for performance of services under this Agreement, either directly or through the use of subcontractors.

D. VENDOR shall record services and submit reports as required by CHC, enumerating all services delivered to MSSP clients.

E. VENDOR shall be responsible for supervising its employees, any subcontractor or service provider's personnel and shall supply information to and utilize information received from CHC regarding referred MSSP clients, only as permitted pursuant to the confidentiality provisions of this Agreement.

F. VENDOR covenants that it presently has no interest that would conflict in any manner or degree with the performance of services contemplated by this Agreement. VENDOR further covenants that in the performance of this Agreement, VENDOR shall not employ any person having such a conflict.

G. VENDOR agrees to carry out the project in accordance with the services defined and set forth on Attachment "A".

H. VENDOR agrees to coordinate its activities relating to the performance of this Agreement with CHC, and its directors, officers, employees and representatives.

### **3. PURCHASE OF SERVICES.**

A. It is understood and agreed that the services to be provided by VENDOR under this Agreement are only those services authorized by CHC.

B. It is understood by VENDOR that CHC is under no obligation to order any of VENDOR's services during the term of this Agreement. Purchase of Services provided in accordance with provisions under this Agreement shall be contingent upon the availability of Federal and State funds. It is further understood that when services are ordered, one, some or all of the services specified in Attachment "A" may be ordered.

C. VENDOR shall provide the ordered services in accordance with the timelines set forth in the service authorization request.

D. If VENDOR is unable to provide authorized service to a specified client, VENDOR shall notify CHC as soon as reasonably possible. Where services have been ordered to meet an emergency protective need, VENDOR shall notify CHC **within one (1) hour** of determining that the service request cannot be met.

E. It is understood that more than one VENDOR may be designated to offer a specific service for MSSP clients. Services will be ordered from each VENDOR according to the pre-established selection criteria for provider authorization.

### **4. COMPENSATION.**

A. VENDOR shall be compensated for providing services under this Agreement when services are ordered from VENDOR by CHC for MSSP clients and satisfactorily performed by VENDOR. VENDOR shall not be compensated for services not performed due to cancellation, refusal by the MSSP Client or absence from the home by the Client. VENDOR shall be compensated on a unit cost basis as established in Attachment "A" Scope of Services and pursuant to the procedures specified in Attachment "B," entitled "Payment for Services."

B. VENDOR shall submit all statements for services rendered not later than the fifteenth day of the month following the month in which the services are provided, unless other arrangements are made between VENDOR and CHC.

C. Not later than thirty (30) days after close of CHC fiscal year, VENDOR shall provide CHC with a final claim for said fiscal year. In no event shall CHC be obligated to honor or otherwise be liable for claims filed more than thirty (30) days after close of the fiscal year (June 30), except for work performed after May 31 of that year.

Send invoice for payment to:

California Health Collaborative  
Attention: MSSP  
2012 H Street, Suite 202  
Sacramento, CA 95811

D. CHC reserves the right to deny any claim in excess of the amounts authorized by CHC. It is VENDOR's responsibility to monitor the scheduling of services in accordance with the authorized amounts.

E. If arrangements are made directly with the client for services exceeding the amounts approved by CHC, CHC bears no responsibility or liability for any additional charges or extended services, but VENDOR shall give CHC notice of any such work contracted for by MSSP clients so that CHC can evaluate for any issues of fraud or abuse. Additionally, VENDOR shall be solely responsible for identifying and pursuing third party payment and shall diligently bill for such payments.

F. In order to avoid delay in payments, VENDOR shall return the authorizations and monthly billing to CHC for each month not later than the fifteenth day of the following month.

G. CHC will not be responsible for payment of any bills received more than forty-five (45) days after the services are provided.

H. The VENDOR Appeal Procedure is attached hereto and included in Attachment "B."

**5. TERM.**

The term of this Agreement shall be: September 1, 2022 through June 30, 2024.

**6. EARLY TERMINATION.**

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

**7. INDEMNIFICATION FOR LOSSES, DAMAGES AND TAXES.**

A. VENDOR agrees to indemnify, defend and hold harmless CHC, the State of California, the City and/or County of Sacramento, the federal government or any other MSSP sponsor or grantor and their directors, officers, agents, employees and volunteers from any and all claims, liabilities, losses, errors or omissions whatsoever (including, but not limited to, damages to property and injuries to or death of persons, court costs and attorney's fees) arising or resulting from the work, actions, advice, services or performance of any and all of VENDOR'S subcontractors, laborers and/ or any other person, firm or corporation for furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, 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 VENDOR, or its employees, agents, or subcontractors in the performance of this Agreement.

B. This indemnification by VENDOR of CHC, its officers, agents, and employees shall include:

1) any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CHC may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the VENDOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole

negligence of CHC. Such indemnification includes any damage to the person(s), or property(ies) of VENDOR and third persons.

2) any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which accrue or result to any subcontractors, other vendors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from CHC were used and which result from, arise out of, or are in any manner connected with the VENDOR'S performance under the terms of this Agreement.

3) any and all Federal, State and local taxes, charges, fees, or contributions required to be paid with respect to VENDOR and VENDOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security taxes, workers compensation, employee benefits and payroll tax withholding).

## 8. INSURANCE.

A. VENDOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at least minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CHC and it is understood that any insurance or self-insurance maintained by CHC shall be excess of VENDOR'S insurance coverage and shall not contribute to it.

B. If VENDOR utilizes one or more subcontractors in the performance of this Agreement, VENDOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of VENDOR in this Agreement.

### C. Types of Insurance and Minimum Limits.

1) **Worker's Compensation** in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the VENDOR has no employees and certifies to this fact by initialing here/ \_\_\_\_\_.

2) **Automobile Liability Insurance** for each of VENDOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by VENDOR'S employees), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

3) **Comprehensive or Commercial General Liability Insurance** coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

4) **Professional Liability Insurance** in the minimum amount of \$1,000,000 combined single limit, if, based on the services being provided by VENDOR, such insurance is applicable and this Subparagraph is initialed by VENDOR \_\_\_\_\_ and CHC SC. See also Attachment "C," HIPAA Business Services Addendum.

### D. Other Insurance Provisions.

5) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, VENDOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. VENDOR may maintain the required post agreement coverage by renewal or purchase of "prior acts" or "tail" coverage. This provision may be waived by CHC if such coverage is not reasonably available. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual

policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

6) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The California Health Collaborative, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the California Health Collaborative in connection with CHC's administration of the MMSP for Sacramento, Placer and Yolo Counties."

7) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to" (or current MMSP guidelines). Certificate Holder shall be:

California Health Collaborative  
2012 H Street, Suite 202  
Sacramento, CA 95811

8) VENDOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide CHC on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

California Health Collaborative  
2012 H Street, Suite 202  
Sacramento, CA 95811

9) If applicable, VENDOR shall comply with the Public Utilities Commission (PUC) General Order No. 115-F, which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity. This Agreement shall be ineffective for any purpose until VENDOR submits Certificates of Insurance evidencing such insurance to CHC.

## **9. EQUAL EMPLOYMENT OPPORTUNITY.**

During and in relation to the performance of this Agreement, VENDOR agrees as follows:

A. The VENDOR agrees to respect diversity in all of its forms. The VENDOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition, marital status, sexual orientation, age (so long as applicant is over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to VENDOR and if VENDOR employs fifteen (15) or more employees, the following requirements shall apply:

1) The VENDOR shall, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender,

pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer.

2) In the event of the VENDOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, said VENDOR may be declared ineligible for further agreements with CHC.

3) The VENDOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

#### **10. INDEPENDENT CONTRACTOR STATUS.**

VENDOR and CHC have reviewed and considered the principal tests and other applicable factors for determining that VENDOR is an independent contractor and not an employee of CHC. VENDOR, and the agents and employees of VENDOR, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of CHC, the State of California, or the County of Sacramento, the federal government or any other program sponsor or grantor. This Agreement constitutes a relationship of principal and independent contractor and not one of employer and employee. It is understood that CHC shall not withhold from VENDOR's earnings any sums for federal, state or local income taxes. It is also understood that inasmuch as VENDOR is not deemed an employee for Social Security purposes, CHC shall not withhold any sums for Social Security tax and that VENDOR may be liable for federal tax on self-employment income for sums earned hereunder. Further; CHC will (as required by law) file on an annual tax year basis a form 1099 Miscellaneous Income with the Internal Revenue Service for payments made to VENDOR within a tax year if such are required by the Internal Revenue Service. VENDOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. VENDOR is not entitled to any employee benefits. CHC agrees that VENDOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

#### **11. NONASSIGNMENT.**

VENDOR shall not assign this Agreement without the prior written consent of CHC.

#### **12. RETENTION AND AUDIT OF RECORDS.**

A. VENDOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by CHC, whichever occurs first. VENDOR hereby agrees to be subject to the examination and audit by CHC and such other program sponsors or government agencies as are involved in MSSP financing and administration.

B. VENDOR shall provide to CHC all medical assessments and patient status reports (if applicable) within five (5) business days of provision of such services. This includes initial as well as any ongoing evaluations that are done periodically. VENDOR shall share with CHC any non-confidential materials and/or research findings that may be relevant and/or beneficial to CHC clients. VENDOR agrees to maintain and preserve (in accordance with any laws, regulations and/or accepted standards of practice) any and all pertinent books, documents, papers and records relative to this Agreement and the providing of services hereunder. VENDOR also agrees to allow CHC, the State of California, Sacramento County, the federal government, any other program sponsor or grantor and/or an assigned independent auditing firm or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers and records relative to this contract and the services provided therein. Such documents may include program specific financial records. It is understood that any program sponsors or grantors will only be allowed access to those documents and records that relate to the programs and services for which they contributed.

### 13. ELDER ABUSE REPORTING.

VENDOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults 18 and older or children, if applicable, are promptly reported to proper authorities as required by **Welfare and Institutions Code Secs. 15600 et seq.** VENDOR shall ensure that all of its employees are aware of their responsibilities under the act. The types of abuse that must be reported include, but are not limited to: physical abuse, psychological abuse, material/financial abuse, rights violations, denial of basic needs and/or sexual abuse.

### 14. NON-DISCRIMINATION.

A. During the performance of this contract, VENDOR shall not unlawfully discriminate against any service recipient or potential service recipient because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex or sexual preference. VENDOR shall insure that the evaluation and treatment of its employees, applicants for employment, service recipients and potential service recipients are free of such discrimination. VENDOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including:

- Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 USC Secs. 2000 et seq.) as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- The Rehabilitation Act of 1973, Secs. 503 and 504 (29 USC Sec 793 and 794) as amended; all requirements imposed by the applicable HHS regulations (45 CFR Part 84); and all guidelines and interpretations issued pursuant thereto;
- Americans with Disabilities Act of 1990 (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627 and 1630; and 36 CFR Part 1191;
- Age Discrimination in Employment Act (ADEA), 29 U.S.C. Secs. 621 et seq.;
- Equal Pay Act of 1963, 29 U.S.C. Sec 206(d);
- California Fair Employment and Housing Act, Govt. Code Sec. 12900 et seq., and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 – Fair Employment and Housing Commission);
- CA Govt. Code Secs. 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art 9.5) and any applicable administrative rules and regulations issued under these sections;
- Labor Code Sec. 1102.1;
- California Equal Pay Act, Labor Code Sec. 1197.5;
- Unruh Civil Rights Act, Calif. Civil Code Sec. 51 et seq.;
- Sacramento County Code, as applicable.

B. VENDOR shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

### 15. LAW, POLICY AND PROCEDURE, LICENSES AND CERTIFICATES.

VENDOR agrees to administer this Agreement in accordance with all applicable local, State, and federal laws including, but not limited to, discrimination, wages, and hours or employment, occupational

safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement, and resolve all issues using good administrative practices and sound judgment. The VENDOR shall keep in effect all licenses, permits, notices, and certificates that are required by law.

#### **16. MODIFICATION OF AGREEMENT.**

A. 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, except as follows:

1) It is intended by both CHC and VENDOR that this Agreement shall comply with all applicable requirements for administration of the MSSP. To the extent that CHC or VENDOR determines that a provision of this Agreement should be modified or replaced so as to be in such compliance or that additional provisions should be added to this Agreement, both CHC and VENDOR agree that the modification, replacement or addition shall be automatically made and agree that they shall operate under this Agreement as if such terms were included, modified or replaced from the Effective Date; and.

2) At the end of six (6) months following the Effective Date of this Agreement, CHC shall review the terms contained herein and the performance by VENDOR hereunder. CHC may, at such time, determine that certain provisions contained herein should be modified or amended and hereby reserves the right, upon thirty (30) days notice to VENDOR, to include such modified or amended provisions in this Agreement, after which both CHC and VENDOR shall operate as if such provisions had always been included herein.

#### **17. CONFIDENTIALITY.**

A. VENDOR and its officers, employees, agents and subcontractors shall comply with Welfare and Institutions Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of this Agreement whether or not covered by W&I Code Sec. 10850 or by 45CFR Sec. 205.50. Specifically, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Program participants shall not be requested or encouraged to provide blanket authorizations or blank releases. CHC, the State of California, County of Sacramento, the federal government or any other program sponsor or grantor shall have access to such confidential information and records to the extent allowed by law (for only those documents and records that relate to the programs and services for which they contributed). Such information and records in the hands of the above agencies shall remain confidential and may be disclosed only as permitted by law.

B. In particular, VENDOR agrees to maintain confidentiality as follows:

1) Client identifying information shall include, but not be limited to, name, identifying number, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

2) VENDOR shall protect from unauthorized disclosure the names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any client.

3) VENDOR shall not use identifying information for any purpose other than carrying out the VENDOR obligations under this agreement.

4) VENDOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client in writing, any such identifying information to anyone other than CHC without prior written authorization from CHC.



5) VENDOR agrees to comply with the privacy and security requirements of Health Insurance Portability and Accountability Act (HIPAA) as specified in Attachment "C" HIPAA Business Services Addendum, when applicable.

**18. LOBBYING.**

No federal or state appropriated funds have been, will be or can be paid by or on behalf of VENDOR to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal/state contract, the making of any federal/state grant, the making of any federal/state 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. If any funds other than federal or state appropriated funds have been paid or will be paid 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 this Agreement, VENDOR must complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**19. NOTICES.**

Any and all notices, communications and demands required or desired to be given hereunder by either party hereto shall be in writing and shall be deemed validly given or made if served personally, transmitted by facsimile or email (with confirmation of transmission) or sent via first class mail or overnight courier of national reputation (e.g., Federal Express). If such notice or demand is served personally or by facsimile or email with confirmation of receipt, service shall be conclusively deemed made on the same day (or if such day is not a business day, then the next business day); if by an overnight delivery service, on the next business day; and if by first class mail on the date three (3) business days after deposit in the United States mail. To be effective, any service hereunder shall be addressed as set forth below:

If to CHC: California Health Collaborative  
2012 H Street, Suite 202  
Sacramento, CA 95811

If to VENDOR: County of El Dorado, Health & Human Services Agency  
3057 Briw Road  
Placerville, CA 95667

**20. FRAUD AND ABUSE.**

A. VENDOR will immediately report to CHC in writing any incidents of fraud or abuse to clients, in the delivery of services, in VENDOR operations.

B. VENDOR represents and warrants that to the best of its knowledge that its employees and those of any subcontractors used by VENDOR:

1) Are not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.

2) Have not within a three-year period preceding this 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 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 or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in paragraph B. above, and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, State, or local) terminated for cause of default.

**21. GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**22. ENTIRE AGREEMENT.**

It is agreed between the parties hereto that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all other prior agreements, oral or written, between the parties and is intended as a complete, final and exclusive statement of the agreement between the parties relating to the Services to be performed under the MSSP. Neither this Agreement, nor its execution, have been induced by any reliance, representation, stipulation, warranty, agreement or understanding of any kind other than those herein expressed.

**23. SEVERABILITY.**

If any term of this Agreement is held by a court of competent jurisdiction, or by any other applicable forum, to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, parties hereto have executed this Agreement effective as of the day and year hereinabove written.

**AGENCY:**

California Health Collaborative

By:   
Stephen Ramirez, CEO

**VENDOR:**

County of Eldorado  
Health & Human Services Agency

By: \_\_\_\_\_  
Name and Title

**ATTACHMENT "A"**

**SCOPE OF SERVICES**

County of El Dorado, Health & Human Services will provide California Health Collaborative MultiPurpose Senior Services Program (MSSP) participants with services as authorized by the Case Manager.

- Adult Day Program

Rate: \$58/day  
Extended Hour Fees: \$10/30 minutes  
Late Fee: \$2/minute  
Client Shower: \$25/event  
Large Kiln Firing: \$7/use  
Small Kiln Firing: \$5/use  
Lapidary Equipment: \$2/use

\*Application fee is waived.

\*\*Rates are subject to change as determined necessary by County of El Dorado, Health & Human Services Agency. County of El Dorado, Health & Human Services Agency will charge California Health Collaborative MSSP the current rate as of the date service is provided to a MSSP participant.

Payment will be made only for the number of days per month authorized by the California Health Collaborative MSSP Case Manager.

**ATTACHMENT "B"**

**PAYMENT FOR SERVICES**

1. VENDOR shall be compensated for providing services under this Agreement when services are ordered from VENDOR by CHC for MSSP clients and satisfactorily performed by VENDOR.

2. VENDOR shall submit monthly invoices, in the manner and form prescribed by CHC. VENDOR shall submit said invoices for payment by the fifteenth day of the month following the month in which services are provided and in no event later than forty-five (45) days after said services are actually rendered. Upon approval of said invoices by CHC, CHC will make payments.

3. VENDOR shall be compensated on a unit cost basis as established in Attachment "A" attached hereto and incorporated by this reference.

4. No expenditure shall be made nor obligation incurred in excess of the authorized unit cost. Any expenditure by VENDOR exceeding the limitations of the unit costs as set forth in this Agreement shall not be chargeable to CHC or MSSP. Any such unauthorized expenditure shall be borne by the VENDOR.

5. VENDOR agrees that reimbursement for each service furnished under this Agreement made in accordance with the rates stipulated herein, represents payment in full for service. The VENDOR shall not seek reimbursement from CHC for any service reimbursed in whole or in part by any other payer.

6. VENDOR shall not bill CHC for services for which the client is eligible and legally entitled and which the client would have received free of charge had the client not enrolled in the MSSP. Examples of such services include without limitation Medi-Cal, Medicaid, Older American's Act, and Social Security Act services.

7. No requests for funds shall be approved by CHC until VENDOR has filed reports required under this agreement.

8. Within thirty (30) days after close of CHC's fiscal year, VENDOR shall provide CHC with a final claim for said fiscal year. In no event shall CHC be obligated to honor or otherwise be liable for claims filed more than thirty (30) days after close of the fiscal year (June 30).

9. In the event the VENDOR receives payment for a service as to which payment is disallowed by MSSP or by State or Federal administration, VENDOR shall promptly refund VENDOR the disallowed amount to CHC on request, except that CHC may at its option offset the amount disallowed from any payments due or to become due to VENDOR.

10. VENDOR shall comply with all Federal, State and local laws and regulations and requirements, 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 the MSSP regulations and directives pertinent to its operation.

**11. VENDOR APPEAL PROCESS**

If the VENDOR disagrees with any decision or action taken by CHC related to this Agreement, the VENDOR may choose to file a formal grievance by following the procedures listed below:

(a) Notify CHC's MSSP Site Director within ten (10) working days that a formal grievance exists, and describe the subject of the grievance and any desired remedy. Mail written grievance to:

MSSP Site Director

California Health Collaborative  
2012 H Street, Suite 202  
Sacramento, CA 95811

The MSSP Site Director, California Health Collaborative, or designated representative, must respond in writing within ten (10) working days.

(b) If the VENDOR is not satisfied with the decision, the VENDOR must notify CHC's CEO within ten (10) working days of receipt of the MSSP Site Director. Mail written grievance to:

Stephen Ramirez, Chief Executive Officer  
California Health Collaborative  
1680 West Shaw Avenue  
Fresno, CA 93711

The Chief Executive Officer, or CHC's designated representative, must respond in writing within ten (10) working days.

## ATTACHMENT C

### HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS SERVICES ADDENDUM

This Business Services Addendum (this "Addendum") is entered into effective as of (September 1, 2022) by and between California Health Collaborative (hereinafter referred to as "CHC") and Count of El Dorado, Health & Human Services Agency, (hereinafter referred to as "VENDOR Business Associate") in order to comply with the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, governing protected health information ("PHI), as amended from time to time (statute and regulations hereinafter collectively referred to as "HIPAA").

#### DEFINITIONS

**Protected Health Information (PHI)** – Also referred to as individually identifiable health information, pertains to the past, present or future physical or mental health or condition of an individual. This includes the provision of health care and/or payments related to health care. There are exceptions to allow sharing of protected health information (e.g. for gathering vital statistics; abuse reports, etc.).

**Designated Record Set** (1) A group of records maintained by or for a covered entity that is: (i) The medical records and billing records about individuals maintained by or for a covered health care provider; (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) Used, in whole or in part, by or for the covered entity to make decisions about individuals. (2) For purposes of this paragraph, the term *record* means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

**Data aggregation** means, with respect to protected health information created or received by a VENDOR Business Associate in its capacity as the VENDOR Business Associate of a covered entity, the combining of such protected health information by the VENDOR Business Associate with the protected health information received by the VENDOR Business Associate in its capacity as a VENDOR Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

#### 1. Use and Disclosure of Protected Health Information.

Except as otherwise provided in this Addendum, VENDOR Business Associate, may use or disclose protected health information only to perform functions, activities or services for or on behalf of CHC, as specified in the Agreement, provided that such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), (U.S.C. 1320d et seq.), and its implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, hereinafter referred to as the Privacy Rule. The uses and disclosures of PHI may not exceed the limitations applicable to CHC under the regulations except as authorized for management, administrative or legal responsibilities of the VENDOR Business Associate.

#### 2. Further Disclosure of PHI.

The VENDOR Business Associate shall not use or further disclose PHI other than as permitted or required by this Addendum, or as required by law.

#### 3. Safeguarding PHI.

The VENDOR Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum.

#### 4. Unauthorized Use or Disclosure of PHI.

The VENDOR Business Associate shall report to CHC any use or disclosure of the PHI not provided for by this Addendum or otherwise in violation of the Privacy Rule. VENDOR Business Associate shall mitigate to the extent practicable any harmful effect that is known to VENDOR Business Associate of a use or disclosure of PHI by VENDOR Business Associate in violation of this Addendum. VENDOR Business Associate shall report to CHC within twenty-four hours during a workweek of discovery by VENDOR Business Associate that PHI has been used or disclosed other than as provided for in this Addendum.

**5. Agents and Subcontractors of the VENDOR Business Associate.**

The VENDOR Business Associate shall ensure that any agent, including a subcontractor, to which the VENDOR Business Associate provides PHI received from, or created or received by the VENDOR Business Associate on behalf of CHC, shall comply with the same restrictions and conditions that apply through this Addendum to the VENDOR Business Associate with respect to such information.

**6. Access to PHI.**

At the request of CHC, and in the time and manner designated by CHC, the VENDOR Business Associate shall provide access to PHI in a Designated Record Set to an Individual or CHC to meet the requirements of 45 Code of Federal Regulations section 164.524.

**7. Amendments to Designated Record Sets.**

The VENDOR Business Associate shall make any amendment(s) to PHI in a Designated Record Set that CHC directs or at the request of the Individual, and in the time and manner designated by CHC in accordance with 45 Code of Federal Regulations section 164.526.

**8. Documentation of Uses and Disclosures.**

The VENDOR Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for CHC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

**9. Accounting of Disclosure.**

The VENDOR Business Associate shall provide to CHC or an Individual, in the time and manner designated by CHC, information collected in accordance with 45 Code of Federal Regulations section 164.528, to permit CHC to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

**10. Records Available to CHC and Secretary of HHS.**

The VENDOR Business Associate shall make available records related to the use, disclosure, and privacy protection of PHI received from CHC, or created or received by the VENDOR Business Associate on behalf of CHC, to CHC or to the Secretary of the United States Department of Health and Human Services ("HHS") for purposes of investigating or auditing CHC's compliance with the privacy requirements, in the time and manner designated by CHC or the Secretary.

**11. Destruction of PHI.**

Upon termination of this Addendum for any reason, the VENDOR Business Associate shall:

- a) Return all PHI received from CHC, or created or received by the VENDOR Business Associate on behalf of CHC required to be retained by the Privacy Rule; or
- b) Return or destroy all other PHI received from CHC, or created or received by the VENDOR Business Associate on behalf of CHC.

This provision shall apply to PHI in possession of subcontractors or agents of the VENDOR Business Associate. The VENDOR Business Associate, its agents or subcontractors shall retain no copies of the PHI.

In the event the VENDOR Business Associate determines that returning or destroying the PHI is not feasible, the VENDOR Business Associate shall provide CHC notification of the conditions that make return or destruction not feasible. If CHC agrees that the return of the PHI is not feasible, the VENDOR Business Associate shall extend the protections of this Addendum to such PHI and limit further use and disclosures of such PHI for so long as the VENDOR Business Associate, or any of its agents or subcontractors, maintains such PHI.

**12. Amendments to Addendum.**

The Parties agree to take such action as is necessary to amend this Addendum as necessary for CHC to comply with the requirements of the Privacy Rule and its implementing regulations.

**13. Mitigation of Disallowed Uses and Disclosures.**

The VENDOR Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the VENDOR Business Associate of a use or disclosure of PHI by the VENDOR Business Associate in violation of the requirements of this Addendum or the Privacy Rule.18.

**14. Data Aggregation.**

The VENDOR Business Associate may provide data aggregation services related to the health care operation of CHC.

**15. Termination of Contracts.**

CHC shall terminate this contract upon knowledge of a material breach by the VENDOR Business Associate of which the VENDOR Business Associate fails to cure.

**16. Assistance in Litigation or Administrative Proceedings.**

VENDOR Business Associate shall make itself, and any subcontractors, employees or agents assisting VENDOR Business Associate in the performance of its obligations under this Addendum, available to CHC at no cost to CHC to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CHC, if employees or officers based upon a claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, except where VENDOR Business Associate or its subcontractor, employee or agent is a named adverse party.

**17. No Third-Party Beneficiaries.**

Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than CHC or VENDOR Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**18. Regulatory References.**

A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.

**19. Survival.**

The respective rights and obligations of VENDOR Business Associate under Section 11 (Destruction of PHI) of this Addendum shall survive the termination or expiration of this Addendum.



## ADDENDUM 1

**WHEREAS**, the parties hereto have mutually agreed to amend Article 7. Indemnification for Losses, Damages and Taxes, and **Article 8. Insurance** of Agreement 6645; and

**WHEREAS**, the parties hereto have mutually agreed to add **Article 24. Administrator**, and **Article 25. Counterparts** to said agreement; and

**WHEREAS**, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Agreement 6645.

**NOW THEREFORE, Article 7. And 8.** shall be amended in their entirety to read as follows:

### **7. INDEMNIFICATION FOR LOSSES, DAMAGES AND TAXES.**

- A. **VENDOR** agrees to indemnify, defend and hold harmless **CHC**, the State of California, the City and/or County of Sacramento, the federal government or any other **MSSP** sponsor or granter and their directors, officers, agents, employees and volunteers from any and all claims, liabilities, losses, errors or omissions whatsoever (including, but not limited to, damages to property and injuries to or death of persons, court costs and attorney's fees) arising or resulting from the work, actions, advice, services or performance of any and all of **VENDOR'S** subcontractors, laborers and/ or any other person, firm or corporation for furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, 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 **VENDOR**, or its employees, agents, or subcontractors in the performance of this Agreement.
- B. This indemnification by **VENDOR** of **CHC**, its officers, agents, and employees shall include:
- 1) any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which **CHC** may sustain or incur, or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the **VENDOR'S** performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of **CHC**. Such indemnification Includes any damage to the person(s), or property(ies) of **VENDOR** and third persons.
  - 2) any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which accrue or result to any subcontractors, other vendors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from **CHC** were used and which result from, arise out of, or are in any manner connected with the **VENDOR'S** performance under the terms of this Agreement.
  - 3) any and all Federal, State and local taxes, charges, fees, or contributions required to be paid with respect to **VENDOR** and **VENDOR'S** officers, employees and agents

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engaged in the performance of this Agreement (Including, without limitation, unemployment insurance, social security taxes, workers compensation, employee benefits and payroll tax withholding).

- C. Notwithstanding any provision to the contrary, **VENDOR** has no obligation to defend or indemnify for the proportion of liability attributable to the negligence or willful misconduct of **CHC**, the State of California, the City and/or County of Sacramento, the federal government or any other **MSSP** sponsor or grantor and their directors, officers, agents, employees and volunteers.

### 8. INSURANCE.

- A. **VENDOR**, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at least minimum compliance with all of the insurance coverage(s) and requirements set forth in subsection C below. Such insurance or self-insurance coverage shall be primary coverage as respects **CHC** and it is understood that any insurance or self-insurance maintained by **CHC** shall be excess of **VENDOR'S** insurance coverage and shall not contribute to it.
- B. If **VENDOR** utilizes one or more subcontractors in the performance of this Agreement, **VENDOR** shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of **VENDOR** in this Agreement.
- C. Types of Insurance and Minimum Limits.
- 1) **Worker's Compensation** in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the **VENDOR** has no employees and certifies to this fact by initialing here/ \_\_ .
  - 2) **Automobile Liability Insurance** for each of **VENDOR'S** vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by **VENDOR'S** employees), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
  - 3) **Comprehensive or Commercial General Liability Insurance** coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

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- 4) **Professional Liability Insurance** in the minimum amount of \$1,000,000 combined single limit, if, based on the services being provided by **VENDOR**, such insurance is applicable and this Subparagraph is initialed by **VENDOR** (if applicable, Vendor's Initials \_\_\_\_\_) and **CHC** (see page 4 of original agreement). See also Attachment "C," HIPAA Business Services Addendum.

### D. Other Insurance Provisions.

- 5) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" basis, **VENDOR** agrees to maintain the required coverage for a period of three (3) years after the expiration of the term of this Agreement (hereinafter "post agreement coverage") inclusive of any extensions thereof. **VENDOR** may maintain the required post term coverage by renewal or purchase of "prior acts" or "tail" coverage. This provision may be waived by **CHC** if such coverage is not reasonably available. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

- 6) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The California Health Collaborative, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the California Health Collaborative in connection with **CHC**'s administration of the **MSSP** for Sacramento, Placer and Yolo Counties."

- 7) All required insurance policies shall be endorsed to contain the following clause: "This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to" (or current **MMSP** guidelines). Certificate Holder shall be:

California Health Collaborative  
2012 H Street, Suite 202  
Sacramento, CA 95811

- 8) **VENDOR** agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide **CHC** on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

California Health Collaborative  
2012 H Street, Suite 202  
Sacramento, CA 95811

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- 9) If applicable, VENDOR shall comply with the Public Utilities Commission (PUC) General Order No. 115-F, which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity. This Agreement shall be ineffective for any purpose until VENDOR submits Certificates of Insurance evidencing such insurance to CHC.

**FURTHER, Article 24.** shall be added in its entirety to read as follows:

**24. Administrator:** The County Officer or employee with responsibility for administering this Agreement is Richard Todd, MBA, Program Manager, Community Services, or successor.

**FURTHERMORE, Article 25.** shall be added in its entirety to read as follows:

**25. Counterparts:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.