

ORIGINAL

**H.O.P.E.: Healthy Outcomes for
Personal Enrichment Counseling Center
Psychotherapy Clinician Mental Health Services**

AGREEMENT FOR SERVICES #5316

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and H.O.P.E.: Healthy Outcomes for Personal Enrichment Counseling Center, a nonprofit public benefit corporation duly qualified to conduct business in the State of California, whose principal place of business is 1528 Eureka Road, Suite 101, Roseville, California 95661, and whose mailing address is 530 Plaza Drive, Suite 130, Folsom, California 95630 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a contractor to assist its District Attorney's Office, with Psychotherapy Clinician Mental Health Services;

WHEREAS, County has received funding from the California Governor's Office of Emergency Services for the Child Abuse Treatment (AT) Program to provide trauma-informed mental health services to child abuse victims and families to reduce trauma;

WHEREAS, the El Dorado County District Attorney and Contractor entered into an Operational Agreement, which provides for one (1.0) Full Time Equivalent (FTE) psychotherapy clinicians to serve child abuse victims and their families at the Fausel House Child Advocacy Center (CAC) in Placerville, California;

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;

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

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

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

ARTICLE I

Scope of Services: El Dorado County District Attorney (EDCDA) and Contractor have entered into an Operational Agreement which provides for 1.0 FTE psychotherapy clinicians to serve child abuse victims and their families at the Fausel House Child Advocacy Center (CAC) in Placerville, California. Services shall include those tasks as identified in Exhibit A, marked "Operational Agreement," incorporated herein and made by reference a part hereof.

The specific services for each assignment shall be determined by a telephone call, email, or in-person conference between EDCDA, Contractor, and the Fausel House CAC Coordinator.

Contractor agrees to furnish personnel, equipment, and services necessary:

1. To contact the El Dorado County District Attorney Victim Witness (EDCDA VW) program coordinator for programmatic and grant compliance.
2. To provide the equivalent of 1.0 FTE Psychotherapy Clinicians to work specifically with child abuse victims and their families (secondary victims) by providing trauma-informed mental health services. Under the AT grant and funds, therapy hours should not exceed the two thousand eighty (2080) hours allocated in the grant budget for the service period.
3. To ensure all psychotherapy clinicians associated with this contract and working with this grant program meet the level of "Associate" or higher in their level of training and expertise, Contractor agrees to not use "Trainees" for the purpose of this program and contract.
4. To contact victims and/or their families within twenty-four (24) hours of receiving a referral.
5. To begin therapy services based on needs/risk assessment, but not to exceed five (5) business days from the date of contact with the victim and/or the family.
6. To provide flexible therapy hours, including telehealth, late afternoons (from 4 pm and later to accommodate EDCDA business hours), evenings, and weekends, in order to ensure children and families have the most convenient access to therapy unhindered by work and school hours.
7. To enter all appointments scheduled at the Fausel House Child Advocacy Center into the shared calendar to give notice to EDCDA employees and partners of the use of the building as soon as possible after the appointments are scheduled.
8. To provide family therapy options allowing therapists to conduct separate sessions for both children and their caregivers using the different areas available at the Fausel House CAC building, specifically the interview room and main lobby.
9. To provide Contractor specific promotional materials, business cards, and referral information to EDCDA for distribution to families during the referral process and/or initial contacts with the Fausel House CAC, as needed.

10. To not provide any access to the second or third floor of the Fausel House CAC building to any clients or family members.
11. To not access the third floor investigations area of the Fausel House CAC building at any time.
12. To respect and adhere to the safety guidelines created and distributed by EDCDA, including but not limited to alarm information for the building, cleaning protocols, and Personal Protective Equipment (PPE) guidelines.
13. To commit to use AT funding to provide a minimum of one (1) session per week of individual and/or group counseling up to four (4) times a week, including family sessions.
14. To engage in training with EDCDA, as appropriate.
15. To attend monthly case review meetings with the Fausel House CAC multidisciplinary team, as well as CAC Steering Committee meetings when appropriate.
16. To prepare a consent/release of information form for families referred by EDCDA and/or the Fausel House CAC to ensure information can be shared when agreed to with the multidisciplinary team during monthly case reviews.
17. To share appropriate information regarding child abuse victims and their families with EDCDA, when prior written authorization has been obtained from the victim and/or family.
18. To collect and submit to EDCDA VW program coordinator the quarterly statistical data and aid in the preparation of the bi-annual narrative reports as required by the California Office of Emergency Services (CalOES), and the Office of Victim Performance Platform (OVCPMT) and/or any other internal reporting. Contractor must provide the following data: Intake, mental health needs assessment for child victims and/or their families, psychotherapy, and or cultural-centered therapy including bilingual Spanish sessions, crisis intervention, group counseling, treatment plans, meetings with parents and caregivers, training, and outreach.
19. To provide an invoice to EDCDA VW program coordinator, the grant administrative analyst, and technician, the tenth of every calendar month after services begin. The invoice shall include the type of service or therapy (individual or group), the length of the service, and the rate (not to exceed the \$75/hr rate as approved in the grant budget). Billing may include one (1) hour for any scheduled counseling sessions that were missed by the client (not to exceed the \$75/hr rate as approved in the grant budget). Billing for monthly collaborative meetings and Multi-Disciplinary Interview (MDI) case reviews in preparation for therapy services may also be included (not to exceed the \$75/hr rate as approved in the grant budget.) Please note: there are no additional funds allocated for administrative support. If CalOES AT grant funding is exhausted, any subsequent funds issued through California Victim Compensation Board (CalVCB) shall not cover the cost for client-missed appointments, continued MDI case review, and monthly collaborative meetings.
20. To respect confidentiality when conducting therapy sessions.

21. To respect confidentiality of sensitive information obtained by EDCDA and other multidisciplinary team case reviews as outlined in the Fausel House CAC Interagency Protocol.
22. To reschedule preexisting therapy appointments as necessary when urgent forensic interview, law enforcement, or prosecution needs take precedence to building access.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties and shall cover the period of January 1, 2021 through June 30, 2022.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rate for mental health services, including but not limited to, monthly collaborative meetings, and MDI review, shall not exceed \$75 per hour, or \$156,000 for the service period of January 1, 2021 through December 31, 2021.

County will also reimburse up to \$3,000 for grant program related training costs during the service period of January 1, 2021 through December 31, 2021, including but not limited to, registration fees, hotel cost, airfare, parking, mileage, and meal reimbursement. Reimbursement shall be made in accordance with the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred.

County will reimburse Contractor up to \$60 per phone and per month for a cell phone stipend and data allowance for up to two (2) clinicians during the period of January 1, 2021 through December 31, 2021. The cell phone stipend and data allowance is to ensure that swift facilitation of victim support while in the field. Requests for reimbursement shall be made monthly and shall be itemized on the monthly invoice. No back-up shall be required for the reimbursement of the cell phone stipend or data allowance.

The total amount of this Agreement shall not exceed \$160,440, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Contractor shall attach copies of any progress reports required under the provisions of ARTICLE V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to

invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
District Attorney's Office
778 Pacific Street
Placerville, California 95667
Attn.: James Clinchard
Assistant District Attorney

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

ARTICLE IV

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

ARTICLE V

Progress Reports: Contractor shall submit written progress reports to County's Contract Administrator at intervals that are commensurate with the requirements of the tasks and items of work being performed and based upon a mutually agreeable schedule. At a minimum, Contractor shall submit written progress reports once per month. The reports shall be sufficiently detailed for County Contract Administrator to determine if Contractor is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special issues encountered so that remedies can be developed. Progress Reports shall include the total number of hours worked by Contractor and any authorized subcontractors and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work, and deliverables proposed for the subsequent reporting period. Any invoices submitted by Contractor for payment under the terms of this Agreement shall include copies of the Progress Reports that relate to the services being billed on those invoices.

ARTICLE VI

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 VII

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 the term hereof.

ARTICLE VIII

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's District Attorney's Office for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE IX

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE X

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE XI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, 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 County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XII

Audit by California State Auditor: Contractor acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XIII

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 in 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, 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 County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement immediately 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 Agreement. 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 XIV

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 in duplicate and addressed as follows:

To County:

County of El Dorado
 District Attorney's Office
 778 Pacific Street
 Placerville, California 95667

Attn.: James Clinchard
 Assistant District Attorney

With a copy to:

County of El Dorado
 Chief Administrative Office
 2850 Fairlane Court
 Placerville, California 95667

Attn.: Michele Weimer
 Procurement and Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

H.O.P.E.: Healthy Outcomes for
 Personal Enrichment Counseling Center
 530 Plaza Drive, Suite 130
 Folsom, California 95630

Attn.: Darlene Davis, Executive Director

or to such other location as Contractor directs.

ARTICLE XV

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

ARTICLE XVI

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts 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 XVII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division 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 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional contractor and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required herein 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 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 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, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or 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 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 the 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. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XVIII

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 XIX

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 XX

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

ARTICLE XXI

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XXII

Compliance with Federal, State, and County Requirements: As a requirement of County's use of Cal OES grant funds, County is required to comply with certain contracting requirements and to extend those requirements to all third party contracts. Contractor shall comply with all applicable provisions of federal, state, and local agency regulations, including those required by the Cal OES grant funding requirements, regulations, and related executive orders regarding the use, expenditure, control, reporting, allowable costs, and management of such funds.

Failure of Contractor to comply with any federal, state, or local agency provision may be the basis for withholding payments for charges made by Contractor and for such other remedies as may be appropriate including termination of this Agreement. Contractor shall further comply with any flow-down or third-party contracting provisions which may be required under the federal, state, or local agency regulations and which may apply to Contractor's subcontracts, if any, associated with this Agreement.

ARTICLE XXIII

Drug Free Workplace Act of 1990: The State of California requires that every person or organization subawarded a grant or contract shall certify it will provide a drug-free workplace.

ARTICLE XXIV

California Environmental Quality Act (CEQA): The California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000 et seq.) requires all Cal OES funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with County planning agency to ensure that the project is compliant with CEQA requirements.

ARTICLE XXV

Lobbying: Cal OES grant funds, grant property, or grant funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of the Legislature or Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any state or federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, or cooperative agreement.

ARTICLE XXVI

Debarment and Suspension: Cal OES-funded projects must certify that Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.

ARTICLE XXVII

California Residency (Form 590): If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXVIII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIX

Business License: County's Business License Ordinance provides that 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 Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXX

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

ARTICLE XXXI

California Forum and Law: 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 XXXII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is James Clinchard, Assistant District Attorney, District Attorney's Office, or successor.

ARTICLE XXXIII

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 the obligations set forth herein.

ARTICLE XXXIV

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

ARTICLE XXXV

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

ARTICLE XXXVI

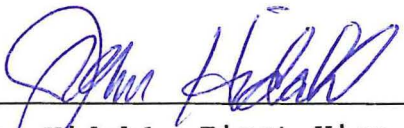
Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXVII

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.

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

--COUNTY OF EL DORADO--

By: 
John Hidahl, First Vice Chair
Board of Supervisors
"County"

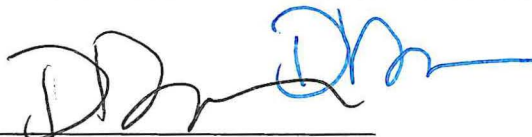
Dated: 12/15/20

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 12/15/2020

--H.O.P.E.: HEALTHY OUTCOMES FOR PERSONAL ENRICHMENT COUNSELING CENTER--

By: 
Darlene A. Davis
Executive Director
"Contractor"

Dated: 11/30/2020
11/30/2020

By: 
Traci Bianchi-Templin
Treasurer

Dated: 11/30/20

H.O.P.E.: Healthy Outcomes for Personal Enrichment Counseling Center

Exhibit A

OPERATIONAL AGREEMENT

This Operational Agreement stands as evidence that the El Dorado County District Attorney (hereinafter referred to as "EDCDA") and H.O.P.E.: Healthy Outcomes for Personal Enrichment Counseling Center (hereinafter referred to as "HOPE Counseling Center") intend to work together towards the mutual goal of providing maximum available assistance for child abuse victims, child witnesses of abuse, and their non-offending family members residing in El Dorado County. Both agencies believe that the implementation of the Child Abuse Treatment (AT) Program, as described herein, will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services for the period of January 1, 2021 to December 31, 2021.

EDCDA will closely coordinate the following services with HOPE Counseling Center through:

- Project staff being readily available to HOPE Counseling Center through in-person and telephone contact with the Child Advocacy Center (CAC) Coordinator-Interviewer, Special Victims Unit (SVU) Lead Deputy District Attorney, EDCDA Victim Witness (EDCDA VW) Program Coordinator, and the AT Program Specialist.
- The CAC Coordinator coordinating CAC interviews for victims of suspected child abuse cases and for child witnesses of abuse and/or violence. In the course of said coordination, the CAC Coordinator shall advise the Executive Director of HOPE Counseling Center of the date and time of the interview, as well as provide a brief case background, so an appropriate psychotherapy clinician can be assigned to the case and observe the interview, whenever possible.
- EDCDA VW Program staff providing referrals to the Executive Director with victim information, contact information, and Multi-Disciplinary Interview (MDI) status. Victims shall be provided no cost mental health therapy from HOPE Counseling Center before California Victim Compensation Board (CalVCB) approval. All AT Program funds shall be exhausted before applying for CalVCB funds.

Specifically:

EDCDA agrees to the following:

1. To enforce the laws regarding child abuse cases in order to protect the victim(s) and to prevent future criminal acts through vigorous early intervention for both children and their family members.
2. To work directly with HOPE Counseling Center.
3. To develop protocols to initiate needs assessments related to intake and referrals for victims of child abuse, children who are witnesses to abuse, and non-offending family members.
4. To refer new clients who come to the attention of EDCDA VW Unit, and/or the Fausel House CAC directly to HOPE Counseling Center Executive Director for her assignment of appropriate psychotherapy providers.
5. To notify HOPE Counseling Center of child abuse cases and cases where a child is a witness.
6. To engage in collaborative trainings with HOPE Counseling Center.
7. To notify HOPE Counseling Center of Multidisciplinary Team (MDT) meetings, case reviews, CAC Steering Committee meetings, and to invite them to participate in the same.
8. To provide access to the Fausel House CAC building at 772 Pacific Street, Placerville, California 95667 via key fobs to participating psychotherapy providers. This shall be limited to the first floor waiting area, restroom, and therapy rooms, and a desk on the second floor for office administration related activities. This shall not include any access to the third floor.
9. To provide background checks and access to Livescan services associated for participating psychotherapy providers through HOPE Counseling Center.
10. To provide a desktop or similar computer at the desk on the second floor of the CAC which allows psychotherapy providers to enter notes and information regarding clients seen at the CAC.
11. To provide cellular phones to psychotherapy providers (limited to two [2] per grant budget requirements).
12. To create and distribute safety guidelines to HOPE Counseling Center, including but not limited to: alarm information for the building, cleaning protocols, and Personal Protective Equipment (PPE) guidelines.
13. To provide the technology to allow HOPE Counseling Center to turn off all recording equipment in the interview room of the Fausel House CAC to ensure confidentiality during therapy appointments.

14. To provide reimbursement in the amount agreed upon in the AT grant program and training expenses.
15. To supply the promotional materials, equipment, and other Fausel House supplies as outlined in the AT program budget.
16. To communicate directly with California Office of Emergency Services (CalOES) regarding all grant related reporting and any issues which may arise. This includes periodically assessing/reassessing the success of the grant program and deliverables as required by CalOES and EDCDA administration.
17. To have the AT Program Specialist and VW Program Coordinator create and manage a shared calendar/schedule regarding the use of the Fausel House CAC building, ie., when forensic interviews, meetings, and therapy appointments with HOPE Counseling Center are taking place. In the event HOPE Counseling Center activities need to occur during regular business hours, EDCDA employees agree to vacate the building to ensure privacy and confidentiality for HOPE Counseling Center clients. In the event a forensic interview or case interview is urgent and needs to take priority over prior scheduled HOPE Counseling Center appointments, EDCDA agrees to communicate as soon as possible to HOPE Counseling Center psychotherapy providers and the Executive Director regarding the urgent need to reschedule a therapy appointment.

HOPE Counseling Center agrees to the following:

1. To contact EDCDA VW Program Coordinator for programmatic and grant compliance.
2. To provide the equivalent of 1.0 FTE Psychotherapy Clinicians to work specifically with child abuse victims and their families (secondary victims) by providing trauma-informed mental health services. Under the AT grant and funds, therapy hours should not exceed the two thousand eighty (2080) hours allocated in the grant budget for the service period.
3. To ensure all psychotherapy clinicians associated with this contract and working with this grant program meet the level of "Associate" or higher in their level of training and expertise. HOPE Counseling Center agrees to not use "Trainees" for the purpose of this program and contract;
4. To contact victims and/or their families within twenty-four (24) hours of receiving a referral.
5. To begin therapy services based on needs/risk assessment, but not to exceed five (5) business days from the date of contact with the victim and/or the family.

6. To provide flexible therapy hours, including telehealth, late afternoons (from 4 pm and later to accommodate EDCDA business hours), evenings, and weekends, in order to ensure children and families have the most convenient access to therapy unhindered by work and school hours.
7. To enter all appointments scheduled at the Fausel House CAC into the shared calendar to give notice to EDCDA employees and partners of the use of the building as soon as possible after the appointments are scheduled.
8. To provide family therapy options allowing therapists to conduct separate sessions for both children and their caregivers using the different areas available at the Fausel House CAC building, specifically the interview room and main lobby.
9. To provide HOPE Counseling Center specific promotional materials, business cards, and referral information to EDCDA for distribution to families during the referral process and/or initial contacts with the Fausel House CAC, as needed.
10. To not provide any access to the second or third floor of the Fausel House CAC building to any clients or family members.
11. To not access the third floor investigations area of the Fausel House CAC building at any time.
12. To respect and adhere to the safety guidelines created and distributed by EDCDA, including but not limited to alarm information for the building, cleaning protocols, and PPE guidelines.
13. To commit to use AT funding to provide a minimum of one (1) session per week of individual and/or group counseling up to four (4) times a week, including family sessions.
14. To engage in training with EDCDA, as appropriate.
15. To attend monthly case review meetings with the Fausel House CAC multidisciplinary team, as well as CAC Steering Committee meetings when appropriate.
16. To prepare a consent/release of information form for families referred by EDCDA and/or the Fausel House CAC to ensure information can be shared when agreed to with the multidisciplinary team during monthly case reviews.
17. To share appropriate information regarding child abuse victims and their families with EDCDA, when prior written authorization has been obtained from the victim and/or family.
18. To collect and submit to EDCDA VW program coordinator the quarterly statistical data and aid in the preparation of the bi-annual narrative reports as required by CalOES and the Office of Victim Performance Platform

(OVCPMT) and/or any other internal reporting. HOPE Counseling Center must provide the following data: Intake, mental health needs assessment for child victims and/or their families, psychotherapy, and or cultural-centered therapy including bilingual Spanish sessions, crisis intervention, group counseling, treatment plans, meetings with parents and caregivers, training, and outreach.

19. To provide an invoice to the EDCDA VW program coordinator, the grant administrative analyst, and technician, the tenth of every calendar month after services begin. The invoice should include the type of service or therapy (individual or group), the length of the service, and the rate (not to exceed the \$75/hour rate as approved in the grant budget). Billing may include one (1) hour for any scheduled counseling sessions that were missed by the client (not to exceed the \$75/hour rate as approved in the grant budget). Billing for monthly collaborative meetings and MDI case reviews in preparation for therapy services may also be included (not to exceed the \$75/hour rate as approved in the grant budget.) Please note, there are no additional funds allocated for administrative support. If CalOES AT grant funding is exhausted, any subsequent funds issued through CalVCB shall not cover the cost for client-missed appointments, continued MDI case review, and monthly collaborative meetings.
20. To respect confidentiality when conducting therapy sessions.
21. To respect confidentiality of sensitive information obtained by EDCDA and other multidisciplinary team case reviews as outlined in the Fausel House CAC Interagency Protocol.
22. To reschedule preexisting therapy appointments as necessary when urgent forensic interview, law enforcement, or prosecution needs take precedence to building access.

The primary contacts for the Operational Agreement are as follows:

County of El Dorado
District Attorney's Office
778 Pacific Street
Placerville, California 95667
Attn.: Vernon R. Pierson
District Attorney

HOPE Counseling Center
530 Plaza Drive, Suite 130
Folsom, California 95630
Attn.: Darlene Davis
Executive Director

EDCDA and HOPE Counseling Center may enter into a contractual agreement identifying the total amount of grant funds to be transferred, the process for transferring the grant funds, detailing what the grant funds may be used for, and providing specific information concerning all non-fiscal resources shared between the agencies. The annual not-to-exceed amount of the agreement is estimated to be \$160,440. No matching funds will be used for this transfer of funds.

We, the undersigned, as authorized representatives of EDCDA and HOPE Counseling Center do hereby approve this document.

Vernon R. Pierson
District Attorney
"EDCDA"

12/8/2020

Date

Darlene A. Davis
Executive Director
"HOPE Counseling Center"

11/30/2020
11/30/2020

Date

Traci Bianchi-Templin
Treasurer

11/30/20

Date