

AGREEMENT FOR SERVICES #6372
AMENDMENT II

This Second Amendment to that Agreement for Services #6372, is 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 New Morning Youth and Family Services, Inc., a California Non-Profit Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 6765 Green Valley Road, Placerville, California 95667; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide emergency shelter care services on an "as requested" basis for clients referred by the County of El Dorado Health and Human Services Agency (HHS), pursuant to Agreement for Services #6372, dated June 22, 2022, and First Amendment to Agreement for Services #6372, dated May 1, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to include updated authorizations for service, hereby amending **ARTICLE I, Scope of Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update the invoice language amending **ARTICLE III, Compensation for Services**, and to increase the not-to-exceed compensation amount of the Agreement by \$74,181, for a new not-to-exceed amount of \$150,000 amending **ARTICLE IV, Maximum Obligation**;

WHEREAS, the parties hereto desire to amend the Agreement to update **ARTICLE XVIII, Indemnity**, and **ARTICLE XXIV, Nondiscrimination**;

WHEREAS, the parties hereto desire to amend the Agreement to update **ARTICLE XXXV, Additional Terms and Conditions**; and

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Second Amendment to that Agreement #6372.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement #6372 on the following terms and conditions:

1) ARTICLE I, Scope of Services, of the Agreement is amended in its entirety to read as follows:

ARTICLE I

Scope of Services: Contractor shall provide personnel and services necessary to provide emergency shelter care and associated services which may include therapeutic counseling, psychotherapy, and related services (services) on an "as requested" basis to clients (Client) referred by County's HHS.

A. Professional License Requirements:

1. Therapeutic counseling services shall be provided by a currently Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), or Psychologist whose license has been issued and is regulated by the State of California, or as amended by California Department of Consumer Affairs, Board of Behavioral Sciences. Certified and Registered Counselors also may provide substance abuse counseling services, per California Code of Regulations Title 9, Chapter 8, Section 13000 et seq. Said license(s) must be considered clear, i.e., license renewal fees have been paid, continuing education requirements (if applicable) have been met, and there have been no actions or revocations placed against it by the State licensing or certifying agency.
 - a. The California Department of Consumer Affairs, Board of Behavioral Sciences and the California Department of Consumer Affairs, Board of Psychology do not have reciprocity with any other state licensing board. Therefore, any LCSW, MFT, LPCC, or Psychologist who is providing HHSA approved services to a Client who is receiving services outside California must have a current, clear license issued and regulated by the appropriate certifying agency for the state in which they are practicing.
 - b. Counselors who are Certified, Registered, or Licensed in other States must comply with California Code of Regulations Title 9, Chapter 8, Section 13030 regarding reciprocity.
 - c. Contractor shall notify County within five (5) business days of any pending Federal, State, County, City, or licensing or governing agency investigations or investigation findings, disciplinary actions, or administrative actions found against Contractor or Contractor's employees' professional license(s). This includes but is not limited to formal accusations, citations, revocations, suspensions, stayed revocations or suspensions, probation, voluntary or mandatory surrender of license, or formal public reprimand.
 - i. Within 5 business days of formal accusations, citations, revocations, suspensions, stayed revocations or suspensions, probation, voluntary or mandatory surrender of license, or formal public reprimand, Contractor shall provide County with copies of Court accusations and/or dispositions relating to Contractor or Contractor's employee's license.
 - ii. Contractor shall provide initial and ongoing proof of compliance with probationary stipulations.
2. Interns: Effective January 1, 2018, in accordance with Business and Professions Code, Section 4980.09, "interns" shall be called "associates." If any service is delegated to an intern or associate (including, but not limited to Associate Marriage and Family Therapist, Registered Associate Marriage and Family Therapist, Associate Professional Clinical Counselor, or Registered Associate Professional Clinical Counselor), the intern or associate must be pre-licensed by the appropriate certifying state agency and all service assignments must be under the direct supervision of a currently licensed Psychologist, Psychiatrist, LCSW, LPCC, or LMFT as described above. No intern or associate shall be the sole author of any written initial visit report or any other report that pertains to Client or Client's

treatment plan. All Client-related documents must be reviewed, approved, and signed by said licensed Psychologist, Psychiatrist, LCSW, LPCC, or MFT.

B. Services: Contractor shall provide Client services including but not limited to the following:

1. Emergency Shelter Care (ESC) Services: Upon request by County, Contractor shall provide ESC for short-term, temporary placement ensuring that the physical and emotional safety of the individual is addressed to provide trauma-informed care. Contractor shall furnish Clients with room and board, care and supervision, clothing, personal incidentals, recreation, transportation, education, social services, nurturing, care, therapeutic counseling services, medical and/or psychological treatment, supervised visitations, trainings, etc., in order to comply with court ordered services, or as determined by Client's Social Worker to be suited to meet Client's needs. When requested, Contractor shall provide 1:1 ratio of staffing to Client, during identified periods of time to support the Client's specific needs in an effort to maintain the Client in placement.

C. Responsibility of County:

1. County will share all pertinent information about Client(s), including relevant social, medical, and educational history, behavior problems, court involvement, parental, sibling and family member(s) or relative visitation plans, and other specific characteristics of Client(s) with Contractor before placement, and shall share additional information when obtained.
2. When initially placing a Client (child) into foster care or kinship care, and within forty-eight (48) hours of any subsequent placement of that child, the County shall provide the following to the child's caretaker:
 - a. Prescribed medications for the child that are in the possession of the County with instructions for the use of the medication;
 - b. Information regarding any treatments that are known to the County and that are in effect for the child at the time of the placement;
 - c. Known available existing issues relevant to the child that may jeopardize the health and safety of the foster child or foster family or alter the manner in which foster care should be administered;
 - d. Behavioral issues which may affect the care and supervision of the child;
 - e. Known or suspected dangerous behaviors;
 - f. History of physical, medical, emotional, or sexual abuse;
 - g. Special medical and/or behavioral needs of the child and identification of all current medications that have been prescribed for the child;
 - h. Past and current infections and diseases relative to the placement;
 - i. Educational and past existing medical records (e.g. immunizations); and
 - j. Expectations regarding the care of Client, such as meeting medical needs and special needs including but not limited to psychological needs, separation/loss issues, etc.
3. Provide Medi-Cal cards or proof of other medical coverage for Client(s) at the time of placement or as soon thereafter as possible.

4. Provide necessary placement paperwork at the time of placement to include but not be limited to the consent for medical treatment, personal rights, and the agency-group home agreement.
5. Work with Contractor toward development of a treatment plan for Client(s).
6. Provide assistance with emergencies as they pertain to Client(s).
7. Assist in the maintenance of Client's constructive relationships with parents and other family member(s), or family member(s), or relatives and involve parents in future planning for Client.
8. Work with Contractor toward termination of Client's placement with Contractor. HHSA's preference is to limit the length of stay of an ESC Child's placement in Contractor's home to less than seven (7) days; however, due to court proceedings and other factors, HHSA may extend the length of stay of an ESC Child beyond the 7-day placement with authorization.

D. Responsibility of Contractor:

1. Within twenty-four (24) hours of youth Client(s) placement, Contractor shall complete a safety plan with each youth Client. Said plan is part of a Trauma Informed Care (TIC) approach that recognizes youth respond to placement and changes in their environment and care providers in unique ways. Identifying triggers for the youth, at the start, increase the youth's ability to tolerate the change and decreases potential for stress reactions. In addition, this allows care providers to tailor interactions specifically for each youth.
2. Contractor shall have and maintain during the term of this Contract, a valid group home license issued by the California Department of Social Services (CDSS), Community Care Licensing Division (CCLD) or a Resource Family Approval (RFA) issued by the County, and shall conform to all applicable regulations, foster care standards, and the Written Directives as established by CDSS, and CCLD.
3. Contractor shall be in good standing with CDSS, CCLD and HHSA and shall not be on "Do Not Refer," "Do Not Use," or "Investigative Hold."
4. The Contractor's program shall serve children ages 6-17 years old, non-minor dependents (NMDs), as appropriate, and pregnant and parenting teens and their children. (Children age 0-5 only served if they are being cared for by their minor parent who is also being cared for at the shelter.)
5. Contractor shall: (1) welcome and accept ESC Children referred by HHSA 24 hours a day, 7 days a week, including weekends and holidays; and (2) provide ESC Children a temporary home with a bed, meals, and general care for their protection and comfort.
6. For stays longer than 7 days, Contractor must obtain HHSA Program Manager or higher approval.
7. Work toward termination of placement, on a planned basis, with maximum involvement of Contractor's staff, Client, parents, and County.
8. Never use corporal punishment, deprivation of meals, deprivation of monetary allowance, threat of cancellation of visits from parents, threat of cancellation of home visits, threat of removal, or any type of degrading or humiliating punishment as a means of discipline. Any form of discipline that violates Client's personal or civil

- rights shall also be strictly prohibited. Any such forms of discipline shall not be tolerated. In all instances and without exception, the use of constructive, alternative methods to destructive discipline shall be used.
9. Participate in all multidisciplinary team meetings (MDT) or Child and Family Team meetings (CFT) as requested by Client's HHSA Social Worker(s) or participating County Probation Department Deputy Probation Officer(s) caseworker (collectively hereinafter referred to as "Caseworker" or "Client Caseworker"). The definition of MDT and CFT meetings as it applies to this Agreement excludes any community-based teams or organizations in which County considers Contractor, Contractor's staff, or assignees to be regular standing members. CFT services shall be in accordance with California Welfare and Institutions Code (WIC) 16501(a)(4). Attendance shall be in-person or by virtual meeting and attendance of meetings shall not be billed separately from the ESC fee. For the purposes of this Agreement, "virtual meeting" means a meeting, the members of which are in different locations, connected by electronic means, through either audio or video, or both.
 10. Immediately notify ESC Client Caseworker or Caseworker's Supervisor by telephone of any significant changes in Client's health, behavior, or location, and provide a follow-up written incident report within 24 hours. For after-hour notification, contact on-duty Caseworker.
 11. Contractor shall adhere to providing services, in compliance with the "Foster Youth Bill of Rights" as written by The California Youth Connection found [here](#). Any restrictions on the rights of each individual child/youth Client must be approved by County Program Manager on a case-by-case basis.
 12. Arrange for the collection and storage of Client's personal belongings at termination of placement. When Client is discharged, Contractor shall ensure that Client's clothing and personal belongings accompany Client to the next placement. If Client runs away, following the Contractor's immediate notification to the Client's Caseworker of said run away situation, Contractor shall gather Client's personal belongings and alert Client Caseworker that such belongings are at Contractor's facility. If County does not immediately collect the belongings, Contractor shall store them at no charge to County for up to fourteen (14) days from the date of notification to County of Contractor's possession of Client's personal belongings. After 14 days, Contractor shall contact and inform County that the belongings shall be mailed to County at County's expense unless an alternate plan is mutually agreed upon.

HHSA has established the following priorities for the children/youth Clients in its care: (1) Safety, (2) Permanency, and (3) Access to effective and caring services for Well-Being. The ESC program is a time-limited placement; therefore, the Permanency factor is not measured.

Services shall only be provided by Contractor following verbal or email authorization from HHSA staff to Contractor. Any verbal or email authorization to perform services under this Agreement will be confirmed to Contractor by signed HHSA Authorization, in conformance with C. HHSA Authorizations for Services, outlined below. Multiple units of service (Multiple Units) shall be defined as one or more units of same or similar service(s) provided

to Client(s) on a single day, as more fully defined under Article III titled “Compensation for Services.”

- E. Communications from Contractor to HHSA: Contractor shall contact HHSA staff, at no charge to County, to inform them of Client appointment no-shows, cancellations, or any other urgent concerns directly affecting Client or Client’s treatment plan.
- F. Reports: Contractor shall provide written reports, including but not limited to the following:
 1. Emergency Shelter Care Reports: As needed, incident report regarding any significant changes in Client’s health, behavior, or location.

The above written reports are a required deliverable of this Agreement and Contractor’s failure to provide them to HHSA within the specified time limits described above shall be considered a breach of this Agreement. County shall not be obligated to pay for the services provided to the Client until the requested written reports have been submitted. At its sole option, County may delay payment until such time as the reports are received; in addition, County may proceed as set forth herein Article titled “Default, Termination, and Cancellation.”

It is a further requirement of this Agreement that all written reports submitted to HHSA shall contain the report writer’s electronic or original signature. It is recommended, but not required, that all original signatures be made using blue ink. Electronic signatures shall have the same force and effect as manual signatures. This signature shall act as a declaration that the contents of the written report(s) are accurate.

Reports shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method)</i>	<i>Fax</i>
cps.clerical@edcgov.us Please include in the subject line: Contract #, Service Month, Description/Program	County of El Dorado Health and Human Services Agency Attn: Leslie Griffith Re: Agreement #6372 Fax: (530)626-7427

- G. HHSA Authorizations for Service(s):
 1. Prior to payment for any service(s) detailed under Article I titled “Scope of Services” or Article III titled “Compensation for Services,” Contractor shall obtain an HHSA Authorization that has been signed by HHSA staff.
 2. HHSA Executive Management reserves the right to review and approve for reimbursement, on a case-by-case basis, service(s) not explicitly addressed under Article I titled “Scope of Services” or Article III titled “Compensation for Services.” Prior to providing any Client service(s) NOT detailed under Article I titled “Scope of Services” or Article III titled “Compensation for Services,” Contractor shall obtain an

HHSA Authorization that has been signed by HHSA staff and a member of HHSA Executive Management Team (HHSA Executive Management).

3. County shall not pay for any services that have not been approved by an HHSA Authorization, incomplete or unsatisfactory services, “no shows,” cancellations, or telephone calls made for the purposes of scheduling and coordinating services. Contractor also shall not be compensated for services provided to Client outside of the authorized service dates identified on said HHSA Authorization unless HHSA Executive Management otherwise approves payment for services outside of said service dates. A copy of the Authorization shall be included with the invoice containing the service it pertains to and both documents shall be submitted to HHSA at the address indicated in Article III titled “Compensation for Services.” Failure to submit a copy of the HHSA Authorization with Contractor’s invoice may result in payment being withheld until said Authorization is submitted.

- 2) **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: Services shall be billed using the County negotiated rate structure for Emergency Shelter Care.

Service	County Standardized Rate
<p>Emergency Shelter Care (ESC): Up to seven (7) days upon request via HHSA Authorization. ESC is inclusive of all services including attendance at meetings.</p> <p>Services in excess of the seven (7) day stay require additional HHSA Authorization.</p>	<p>\$283 per day per Client*</p> <p>*(No charge for child age 0-5 in care of Client)</p>
<p>Enhanced Staffing: One-on-one behavior support by Contractor for youth who may be a safety concern to themselves and/or others.</p>	<p>\$50 per hour</p>

Travel expenses, including but not limited to travel time, meals, lodging, and mileage shall not be paid by County.

- A. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the following sample available at: https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx and shall reference this Agreement number on their faces.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<u>SSCWSinvoice@edcgov.us</u> Please include in the subject line: “Contract #, Service Month, Description / Program	County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321

or to such other location as County directs.

Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services, previously disallowed services, or inadvertently not submitted services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered. Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by County after July 31st of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31st of the subsequent year, must be submitted in writing, and must be approved by the Health and Human Services Agency’s Chief Fiscal Officer.

In the event that Contractor fails to deliver, in the format specified, the deliverables 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 are received, or proceed as set forth below in the article titled “Default, Termination, and Cancellation,” herein.

3) ARTICLE IV, Maximum Obligation, is hereby added to read as follows:

ARTICLE IV

Maximum Obligation: The maximum contractual obligation under this Agreement shall not exceed \$150,000 for all of the stated services during the term of this Agreement.

4) ARTICLE XVIII, Indemnity, of the Agreement is amended in its entirety to read as follows:

ARTICLE XVIII

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.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

- 5) **ARTICLE XXIV, Nondiscrimination**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXIV

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, medical condition, marital status, age, 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 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, the California Family Rights Act (Government Code Section 12945.2), the Unruh Civil Rights Act (California Civil Code, Division I, Part 2, Section 51, et seq), the Ralph Civil Rights Act (California Civil Code, Division I, Part 2, Section 51.7), the California Trafficking Victims Protection Act (California Civil Code, Division I, Part 2, Section 52.5), the Disabled Persons Act (California Civil Code, Division I, Part 2.5), and as applicable, Section 11135 et. seq., of the California Government Code, prohibiting discrimination in all state-funded programs. 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 shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.

D. Contractor shall comply with Exhibit A, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit A upon request by County.

6) **ARTICLE XXXV, Additional Terms and Conditions**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXXV

Additional Terms and Conditions:

- A. **Mandated Reporter Requirements:** Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as "The Child Abuse and Neglect Reporting Act," and the Welfare and Institutions Code Section 15630 et seq., related to elder and dependent adults, as applicable.
- B. **HIPAA Compliance:** As a condition of Contractor performing services for the County of El Dorado, Contractor agrees to fully comply with all terms and conditions of County's Business Associate Agreement, attached hereto as Exhibit B (incorporated herein and made by reference a part hereof).
- C. **Confidentiality and Information Security Provisions:** Contractor shall comply with applicable Federal, State, and local laws and regulations, including but not limited to the CFR Title 45, parts 160-164, and the Confidentiality of Medical Information Act, California Civil Code Sections 56 et seq. regarding the confidentiality and security of Personally Identifiable Information (PII).

Personally Identifiable Information means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

1. Permitted Uses and Disclosures of PII by Contractor.
 - a. Permitted Uses and Disclosures. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or

services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.

b. Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor shall:

- 1) Use and disclose only PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
- 2) Take all reasonable steps to destroy, or arrange for the destruction of a Client's records within its custody or control containing personal information that is no longer to be retained by Contractor by (1) shredding, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

2. Responsibilities of Contractor.

a. Contractor agrees to safeguards:

- 1) To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
 - i. Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
 - ii. Contractor shall implement a system to identify appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.
- 2) Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - i. Network based firewall or personal firewall; and
 - ii. Continuously updated anti-virus software; and
 - iii. Patch-management process including installation of all operating system/software vendor security patches.
- 3) Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors.
- 4) Agents and Subcontractors of Contractor. The same restrictions and conditions that apply through this Agreement to Contractor, shall also apply to Contractor's subcontractors and agents.
- 5) Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County

immediately upon discovery of any breach of PII or data, where the information or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two business days of discovery, at (530) 621-5852. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

- D. Access to Records:** The Contractor shall provide access to the federal, state or local Contractor agency, the Controller General of the United States, or any of their duly authorized federal, state or local representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts and transcriptions.
- E. Compliance with All Federal, State, and Local Laws and Regulations:** Contractor shall comply with all federal, state and local laws 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 all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from the County Health and Human Services Agency.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety, health, and sanitation regulations. Such laws shall include, but not be limited to, the Copeland “Anti-Kickback” Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Contractor further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of El Dorado, and all other appropriate governmental agencies and shall maintain these throughout the term of the Agreement.

- F. Debarment and Suspension Certification:** By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 45 CFR 75.213 and Contractor further certifies to the best of its knowledge and belief that it and its principals or affiliates or any sub-contractor utilized under the Agreement:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.

2. Have not within a three (3)-year period preceding this application/proposal/Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above Paragraph B.
4. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
5. Shall not knowingly enter into any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4) or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the state.
6. Shall include a clause titled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions in accordance with 45 CFR Part 75.213.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation in writing to County.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549 (<http://www.archives.gov/federal-register/codification/executive-order/12549.html>).

If the Contractor knowingly violates this certification, in addition to other remedies available to the federal and state governments, County may immediately terminate this Agreement for cause or default.

- G. Accounting Systems and Financial Records:** Contractor shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all federal funds received, including all matching funds from the State, County and any other local or private organizations. Contractor's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." More particularly, Contractors are responsible for complying with the Uniform Grants Guidance and 45 CFR Part 92, and the allowability of the costs covered therein. Contractor must obtain written approval from a member of the HHS Executive Management prior to the expenditure of any "special" or unusual costs in order to avoid possible disallowances or disputes based on any potential unreasonableness or unallowability of expenditures as detailed under the specific cost

principles of the Uniform Grants Guidance. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the List of Sections Affected issued in the current month. The Federal Register home page offers links to both the Federal Register and the CFR. Electronic CFR (e-CFR) versions are available online via the U.S. Government Printing Office website. Please note that documents on e-CFR, although updated daily, are unofficial editorial compilations of CFR material and Federal Register amendments and on-line versions may not be the most current version available.

- H. **Annual Audit:** Pursuant to the Office of Management and Budget Uniform Grants Guidance, any entity that receives federal funds, as stated in the Uniform Grants Guidance, for the purposes of carrying out federal programs, must complete an annual audit. The funding threshold is aggregate funds from all sources. If requested by County, Contractor shall mail a certified copy of said completed annual audit to County's Health and Human Services Agency at the address listed in Agreement's "Notice to Parties" Article within thirty (30) days of Contractor's receipt of same. All adverse audit findings must be documented and included with completed annual audit. Certified evidence of correction(s) of adverse audit findings shall be provided to County at the HHSA address listed in Agreement's Article titled "Notice to Parties."
- I. **Lobbying Certification:** The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:
1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 the awarding of any federal contract, the making of any federal grant, the making of any federal 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.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- J. **Conflict Prevention and Resolution:** The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.
- K. **Continuous Operation:** Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff required to meet applicable Federal, State, and County requirements, and which are necessary for the provision of services hereunder.
- L. **Drug-Free Workplace:** Contractor agrees to maintain a drug-free workplace and remain in compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. Chapter 10) and the California Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and any subsequent amendments to either Act thereto. A “drug free workplace” means the site(s) for the performance of work done by Contractor at which Contractor and employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance. A list of controlled substances can be found in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation 21 CFR 1308.11 – 1308.15.
- M. **Fingerprinting:** Pursuant to California Penal Code Section 11105.3(a), “Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of Section 15660 of the WIC of a person who applies for a license, employment, or volunteer position, in which he or she would have supervisory or disciplinary power over a minor or any person under his or her care.” Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement. Contractor further warrants that said employees, subcontractors, assignees, volunteers and other persons have been cleared by Contractor to perform the services described in this Agreement. All fingerprinting services shall be at Contractor’s sole expense. More specifically, Contractor agrees that:
1. Each applicant for paid or volunteer employment by Contractor who shall or may have a supervisory or disciplinary power over a minor or any person under his or her care shall be fingerprinted in order to determine whether they have a criminal history, which would compromise the safety of such minor, or person(s) under his or her care. All fingerprinting shall be at Contractor’s sole expense.
 2. The fingerprinting process as set forth above shall be completed and the results of the process shall be obtained before any of the Contractor’s employees, subcontractors, assignees, or volunteers are assigned or permitted to work with any minor or person referred to Contractor by County. Alternatively, the

Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation and (2) that the applicant understands that a background check shall be conducted and that he or she shall be immediately dismissed from employment if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.

3. Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer, or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been fingerprinted, shall provide the date of said fingerprinting, and shall state whether the process has disclosed any criminal history of the individual, which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) by Contractor shall be retained or disposed of pursuant to current DOJ directives.


- N. **Litigation:** County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.

Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

- O. **Release of Information:** Contractor shall ensure that the County of El Dorado Health and Human Services Agency is included as a receiving party on all Release of Information forms used in the performance of services under this Agreement.
- P. **Transfer of Records:** In the event that Contractor ceases operation, all physical and electronic files that are subject to audit shall be transferred to the County for proper storage of physical records and electronic data. Contractor shall notify County of impending closure as soon as such closure has been determined and provide County with a complete list of records in its possession pertaining to County Clients and operational costs under this Agreement. County shall promptly advise Contractor which records are to be transferred to the custody of County. Contractor shall properly destroy records not transferred to custody of County, and Contractor shall provide documentation of proper destruction of all such records to County.


Except as herein amended, all other parts and sections of that Agreement #6372 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
[Leslie Griffith \(Jan 4, 2024 08:23 PST\)](#)
Leslie Griffith, MSW
Assistant Director, Protective Services
Health and Human Services Agency

Dated: 01/04/2024

Requesting Department Head Concurrence:

By: 
[Olivia Byron-Cooper \(Jan 4, 2024 08:40 PST\)](#)
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: 01/04/2024

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #6372 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- NEW MORNING YOUTH AND FAMILY SERVICES, INC. --

By: *Kristen Patterson*
Kristen Patterson (Jan 4, 2024 08:41 PST)

Kristen Patterson
Chief Executive Officer
"Contractor"

Dated: 01/04/2024

By: *Kristine Kiehne*
Kristine Kiehne (Jan 4, 2024 12:41 PST)

Kristine Kiehne
Corporate Secretary

Dated: 01/04/2024