

# ORIGINAL

## AGREEMENT FOR SERVICES #652-S0810 AMENDMENT III

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**THIS AMENDMENT III** to that Agreement for Services #652-S0810, 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 Family Connections El Dorado, Inc., a California Corporation, qualified to conduct business in the State of California, whose principal place of business is 2860 Smith Flat School Road, Placerville, CA 95667, and whose Agent for Service of Process is Wendy Wood, 2860 Smith Flat School Road, Placerville, CA 95667; (hereinafter referred to as "Contractor");

### RECITALS

**WHEREAS**, Contractor has been engaged by County to provide "as requested" therapeutic counseling services and equine-assisted therapeutic services, anger management, classes, home visitations and other related services and reports for clients referred by the Department of Human Services, in accordance with Agreement for Services #652-S0810, dated March 28, 2008 and Amendment I dated January 13, 2009, for a term of February 1, 2008 through January 31, 2011 and Amendment II dated October 20, 2009, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE I – Scope of Services, ARTICLE III – Compensation for Services, ARTICLE IV – Medi-Cal Screening, ARTICLE V – Confidentiality, ARTICLE VII – Conflict of Interest, ARTICLE IX – Access to Records, ARTICLE XVII – Notice to Parties and ARTICLE XVIII – Insurance;** and

**WHEREAS**, the parties hereto have mutually agreed to add **ARTICLE XXX – HIPAA Compliance, ARTICLE XXXI – Lobbying Certification, ARTICLE XXXII - Nondiscrimination ARTICLE XXXIII - Fingerprinting, ARTICLE XXXIV - Accounting Systems and Financial Records and ARTICLE XXXV - Annual Audit.**

**NOW, THEREFORE**, the parties do hereby agree that Agreement for Services #652-S0810 shall be amended a third time as follows:

## ARTICLE I

**Scope of Services:** Contractor shall provide personnel and services necessary to provide single or multiple units or sessions of therapeutic counseling and related services (service) on an “as requested” basis to clients (Client) referred by the Department of Human Services (DHS). 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 and as more fully defined under ARTICLE III-Compensation. Said services shall include but not be limited to therapeutic counseling and equine-assisted therapeutic counseling services, psychotherapeutic counseling, classes and/or training programs, anger management and other related services to address and treat Client’s identified or diagnosed problems including but not limited to social, psychological, substance abuse, medical and/or other problems, and home visitations. The list of available specialty classes are:

- ***Child Focused Co-Parenting Group (Cooperative Parenting & Divorce)***
  - 6:00 pm – 8:00 pm; Choice of Wednesday or Thursday nights
  - Eight (8) weeks (Placerville location)
- ***Parenting 1-4 Year Olds Class (1, 2, 3, 4 Parents!)***
  - 6:00 pm – 8:00 pm; Wednesday nights
  - 6 Weeks (Placerville Site, Suite 4)
- ***Parenting 5-12 Year Olds Class (Active Parenting Now)***
  - 6:00 pm – 8:00 pm; Wednesday nights
  - Eight (8) Weeks (Placerville location, Suite 4)
- ***Roots & Wings Group “Becoming the Parent You Want to Be” (In-depth Parenting)***
  - 6:00 pm – 7:30 pm; Tuesday nights
  - 10 Weeks (Placerville location, Suite 4)
- ***52-Week Family Violence Reduction Program (Men/Women, 18+ years – Separate Groups)***
  - 5:30 pm – 7:30 pm
  - 52 weeks (Placerville location, Suite 10)
  - Men meet Tuesday nights and women meet Thursday nights
  - Start Dates: Ongoing (after enrollment & assessment)
- ***Anger Management Adults/Teens***
  - Individual, one-on-one appointments with Certified Instructor
  - One (1) hour per week (weekdays, during business hours)
  - Start Dates: Ongoing (Placerville location, Suite 10)
  - Teens (12-17 yrs): Eight (8) weeks (or based on court order, if applicable)
  - Adults (18+ yrs): # of weeks vary (based on “level”, court, assessment, etc.)

Whenever possible, services shall be provided by a Licensed Clinical Social Worker (LCSW) or Marriage and Family Therapist (MFT) licensed by the Board of Behavioral Sciences, or other certified parties, as appropriate. If service is delegated to an intern, the individual must be pre-licensed and all assignments must be under the direct supervision of licensed or certified staff. No intern shall be the sole author of any written initial assessment report, treatment plan report or any other report that pertains to Client or Client’s treatment plan. All said documents must be reviewed, approved and signed by a LCSW or MFT as described above.

Services shall be provided during Contractor-defined normal business hours and days, which may include evenings and weekends. Contractor-defined “after-hours” appointments must be approved in writing by the Client’s caseworker (Caseworker) and Caseworker’s supervisor (Supervisor) and

billed at Contractor's normal business rate and using the County standardized rate structure, more fully defined in ARTICLE III-Compensation, and which uses the current California State-approved Drug Medi-Cal (DMC) Program Code 20 (Alcohol and Drug Services) reimbursement rates for Program Code 20 (Alcohol and Drug Services) and Program Code 25 (Perinatal Services) rate (DMC rates) as its benchmark. Said DMC rates are for rate reimbursement reference purposes only.

For DHS Contractors, any changes to DMC rates by the State shall become effective the first day of the month following the month that the State announces the approval of any change(s), i.e. formal adoption of the State budget. Additionally:

1. Prior to the commencement of work for any services explicitly addressed under "Scope of Service" or "Compensation", Contractor shall obtain written authorization from DHS that has been signed by the appropriate Caseworker and Supervisor;
2. Prior to the commencement of work for any services NOT explicitly addressed under "Scope of Service" or "Compensation", Contractor shall obtain written authorization from DHS that has been signed by the appropriate Caseworker and Supervisor and DHS Director, Assistant Director or Chief Fiscal Officer (Executive Management) and.
3. Unless otherwise approved in writing by the DHS Executive Management prior to the commencement of services, perinatal services are not included in this Agreement.
4. DHS reserves the right to review and request written approval of and reimbursement for, on a case-by-case basis, all service(s) that have been provided by Contractor to Client(s), including but not limited to services not explicitly addressed under "Scope of Services" or "Compensation", from the DHS Executive Management. If reviewed services are approved for reimbursement by Executive Management, the original of said written approval shall accompany Contractor's invoice and shall be forwarded to County's Auditor-Controller's Office for reimbursement for services. County's Auditor-Controller's Office shall reimburse Contractor for all DHS reviewed services that have received written approval for reimbursement from DHS Executive Management.

Services shall not commence without one of the above signed authorizations. A copy of all written authorizations must be included with any invoices submitted for payment. Failure to do so could delay payment. County shall not pay for any services that have not been pre-approved in writing, "no shows," cancellations, telephone calls or for the preparation of initial assessment reports and treatment plan reports or bimonthly Client progress reports as more fully detailed as follows:

Initial Assessment Report - Within twenty-one calendar (21) days of Client's initial assessment, Contractor shall provide Caseworker, at no charge to County, with a written initial assessment report and treatment plan report of Client's needs including the type of therapy to be utilized, the recommended number/frequency of sessions and whether or not additional or different services may be required or recommended. Once recommended services have been pre-approved in writing and services have been initiated, Contractor must secure prior written approval from the appropriate Caseworker, Supervisor and program manager (Program Manager) before commencing with additional Contractor recommendations or before making any changes to the authorized treatment plan report including but not limited to type of therapy and number/frequency of sessions.

Bimonthly Client Progress Reports - No later than (30) days after the end of each second service month. Contractor shall provide Caseworker, at no charge to County, with a brief written progress report that outlines the primary issues being addressed with each Client, their progress to date and ongoing treatment goals (see Revised Exhibit "A", marked "Bimonthly Client Progress Report,"

incorporated herein and made by reference a part hereof). A “service month” shall be defined as a calendar month during which Contractor provides Client services in accordance with “Scope of Services.” If an alternate progress report is used, all fields noted on Revised Exhibit “A” are mandatory. Progress reports shall be considered a required deliverable and services shall be considered incomplete until such date as said reports are received and approved in writing by the appropriate Department of Human Services' Caseworker and Supervisor or Program Manager. Failure to provide said progress report may delay payment for other preauthorized services, as said report is a required deliverable.

Court Documents – Upon request, and within the time limit specified by County, Contractor shall provide Caseworker with comprehensive written reports for County’s use in court. Contractor shall be compensated for the report at the DMC rate for Program Code 20 (Alcohol and Drug Services) individual counseling session rate with a maximum limit of a two (2) session rates charged per report. The written initial assessment report and treatment plan report are specifically excluded from the court documents reimbursement rate, as these services shall be provided at no charge to County as defined under “Initial Assessment Report,” above.

Court Appearances and/or Multidisciplinary Team Meetings - Upon subpoena by County, Contractor shall attend court sessions. Upon request by County, Contractor shall attend multidisciplinary team meetings. County shall only pay Contractor for court appearances when County subpoenas Contractor or for attendance at multidisciplinary team meetings when County specifically requests Contractor’s attendance. The definition of multidisciplinary team meetings as it applies to this Agreement excludes any community-based teams or organizations in which County considers Contractor or Contractor’s staff or assigns to be regular standing members. Contractor shall be paid for these appearances at the DMC rate for Program Code 20 (Alcohol and Drug Services) individual counseling session rate for time actually spent at the pertinent court session or in the meeting. Travel time shall not be included in the reimbursement for these services.

Contractor shall submit all required written reports within the time limits detailed above to the appropriate Caseworker at the address below:

<i>West Slope Contractors Send Reports To:</i>		<i>East Slope Contractors Send Reports To:</i>	
Dept. of Human Services Attn: CPS 3057 Briw Ridge Rd. #A Placerville, CA 95667 530/642-7100 (ph) 530/626-7427 (fax)	Connections One Stop 3047 Briw Road Placerville, CA 95667 530/642-4850 (ph) 530/642-5539 (fax)	Dept. of Human Services Attn: CPS 3368 Lake Tahoe Blvd., #100 South Lake Tahoe, CA 96150 530/573-3201 (ph) 530/541-2803 (fax)	Connections One Stop 3368 Lake Tahoe Blvd., #100 South Lake Tahoe, CA 96150 530/573-4330 (ph) 530/543-6737 (fax)

Reports detailed herein are considered a required deliverable. Services shall be considered incomplete until such date as said reports are received and approved in writing by the appropriate Department of Human Services' Caseworker and Supervisor or Program Manager. Compensation for services shall not be provided for incomplete services. Written authorizations for services and subsequent approvals of reports shall be attached to invoices.

**ARTICLE III**

**Compensation for Services:** Prior to commencing any County authorized service(s), Contractor shall determine the category that Client falls under as set forth in the chart listed below.

<b>Client Categories</b>	<b>Procedures to follow to receive payment for services</b>
<b>Uninsured Clients</b>	For Clients without health insurance coverage, Contractor shall bill County for authorized service(s) provided in accordance with the rates set forth below. Contractor shall not charge any amount to Clients who do not have health insurance.
<b>Medi-Cal Clients with no “share of costs”</b>	Contractors who are Medi-Cal providers shall bill Medi-Cal for authorized service(s) provided. Contractor shall not bill Client or County for any co-pay or deductible amounts.
<b>Medi-Cal Clients with “share of costs”</b>	Contractors who are Medi-Cal providers shall bill Medi-Cal for authorized service(s) provided and bill County for Client’s share of costs, up to the rate amount set forth in this Agreement. Contractor shall not bill Client for any co-pay or deductible amounts.
<b>Clients with private health insurance coverage</b>	Contractor shall bill Client’s private health insurance carrier as primary insurance carrier for all authorized service(s) provided. Contractor shall only bill County for any insurance-required Client co-pay or deductible amounts. Contractor shall not require Clients to pay any co-pay or deductible amounts. If Client’s private health insurance company does not cover the ordered service(s), Contractor shall follow the above procedure for Uninsured Clients.

For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following County’s approval of received itemized invoice(s) identifying Client services rendered and containing all data specified herein below. Contractor shall submit monthly invoices no later than fifteen (15) days following the end of a “service month.” For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides Client services in accordance with “Scope of Services.” Failure to submit invoices by the 15<sup>th</sup> of the month following the end of a service month, failure to attach signed written authorization(s) to perform the service or failure to submit all reports required hereunder shall result in a significant delay in reimbursement. Receipt by County of invoices submitted by Contractor for payment shall not be deemed evidence of allowable costs under this Agreement. Contractor shall be required to submit a new invoice containing any missing information, which shall significantly delay reimbursement. Contractor shall submit an original invoice that shall contain all of the following data:

- Contractor name, address and phone number
- Service date(s) and number of units of service per service date.
  - Multiple Units of Service: If Multiple Units of service are provided on a single day, enter reason on invoice. Contractor shall ensure that their Client record and Invoice clearly documents the date and type of each unit of service.
- Client name(s). List the name(s) of each Client present for each service covered by the written authorizations, including the names of all Clients being seen at the same time for said service, such as Family Therapy.
- Type of service(s) provided.
- Agreement rate for each service provided
- All fee(s) charged to County shall be in accordance with the DMC rates as set forth in this Agreement.

- Total amount billed to El Dorado County under the subject invoice.
- Statement verifying Contractor has confirmed Client’s appropriate insurance category (see chart above) and, if applicable, Contractor has billed said health insurance carrier(s) as primary health insurance carrier(s) and is only invoicing County for any health insurance carrier-required co-pays or deductibles.
- Contractor’s signature confirming fees charged and verifying that all information on the invoice is valid and correct. It is requested, but is not a requirement of this Agreement, that all original signatures be made using blue ink.

Contractor shall bill County using an invoice containing all the necessary and pertinent billing information as set forth above. Contractor shall ensure that only billing information is included on the invoice. Information related to Client(s) diagnosis, prognosis or treatment is not permitted on the invoice. Invoices with “white-out” types of corrections shall not be accepted. Invoices are to be sent as follows:

<i>For Service(s) Authorized by West Slope DHS Staff, Please Send Invoices to:</i>	<i>For Service(s) Authorized by East Slope DHS Staff, Please Send Invoices to:</i>
<p>El Dorado County            Department of Human Services            Attn: Accounting Unit            3057 Briw Road            Placerville, CA 95667</p>	<p>El Dorado County            Department of Human Services            Attn: Accounting Unit            3368 Lake Tahoe Blvd. #100            South Lake Tahoe, CA 96150</p>

The billing rate for services specifically listed under ARTICLE I - Scope of Services or ARTICLE III - Compensation for Services shall be at the County standardized rate structure, which uses the current California State-approved Drug Medi-Cal (DMC) Program Code 20 (Alcohol and Drug Services) reimbursement rates for Program Code 20 (Alcohol and Drug Services) and Program Code 25 (Perinatal Services) rate (DMC rates) as its benchmark. Said DMC rates are for rate reimbursement reference purposes only and any information contained within the California State-approved Drug Medi-Cal Rate Schedule and not specifically addressed in this Agreement including but not limited to the definition of Multiple Units of service does not apply to this DHS Agreement.

Any changes to DMC rates by State shall, for the purposes of this DHS Agreement, become effective on the first day of the month following the month that State announces the approval of any change(s) to the DMC rates, i.e. formal adoption of State budget. California-approved Drug Medi-Cal DMC Program Code 20 and Program Code 25 reimbursement rates are located on the California Department of Alcohol and Drug Programs (ADP) website at the following website address: <http://www.adp.ca.gov>.<sup>1</sup>

<sup>1</sup> To locate the California ADP Bulletin containing information on the most current DMC reimbursement rates, “click” on “ADP Bulletins & Letters” (found on the main page of the ADP website address noted above or under its “Service Providers” column) and then locate and open the most recent ADP Bulletin with either the title, “Proposed Drug Medi-Cal Rates for Fiscal Year \_\_\_\_” (most current fiscal year) or “Current Drug Medi-Cal Rates for Fiscal Year \_\_\_\_” (most current fiscal year). The link to open the chart containing current DMC rates will be contained within the Bulletin as an Exhibit entitled either “Proposed Drug Medi-Cal Rates for Fiscal Year \_\_\_\_” (most current fiscal year) or “Current Drug Medi-Cal Rates for Fiscal Year \_\_\_\_” (most current fiscal year). “Clicking” on the Exhibit link embedded in the Bulletin will take you to the most current DMC rate chart.

<b>SERVICE</b>	<b>COUNTY BENCHMARK RATE</b>
<p><b>Initial Assessment.</b> 50-60 minutes per Initial Assessment and per individual upon written request by County. Initial Assessment shall include face-to-face interviews and all required or relevant laboratory testing, including but not limited to substance abuse testing, at no additional cost to County. The definition of Initial Assessment as it applies to this Agreement is an initial process that identifies Clients who are likely to have behavioral and/or alcohol or other drug (AOD) disorders. Only one (1) Initial Assessment per Client shall be allowed.</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>
<p><b>Initial Assessment Results plus Initial Assessment, AOD and/or Treatment Plan Report(s).</b> Any reports, results and/or treatment plans resulting from Client's Initial Assessment, including but not limited to any relevant laboratory testing and/or substance abuse testing results, shall be provided to County within 21 days of Client's Initial Assessment at no charge to County.</p>	<p>N/A</p>
<p><b>Individual Counseling Session.</b> 50-60 minutes per session and per individual upon written request by County. Multiple Units of Service shall be allowed upon approval of Caseworker.</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>
<p><b>Family Therapy.</b> 1.5 hours per session upon written request by County and wherein one (1) or more therapists or counselors treat no more than twelve (12) family members at the same time. Multiple Units of Service shall be allowed upon approval of Caseworker.</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate</p>
<p><b>Group Counseling.</b> 1.5 hrs per session and per group therapy participant upon written request by County and wherein one (1) or more therapists or counselors treat no less than three (3) and no more than twelve (12) group therapy participants at the same time. Multiple Units of Service shall be allowed upon approval of Caseworker.</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate</p>
<p><b>Equine Assisted Therapy – Family</b> Upon written request by County 1.5 hrs x number of DHS per-approved attendant individuals identified in said written request and prorated at current DMC rates</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate</p>

<b>Equine Assisted Therapy – Individual</b> <i>Upon written request by County 1.5 hrs per individual prorated at current DMC rates.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<b>Bimonthly Client Progress Reports.</b> <i>No later than (30) days after the end of each second service month, Contractor shall provide the caseworker, at no charge to the County, with a brief written progress report outlining the primary issues being addressed with each Client, their progress, and ongoing treatment goals.</i>	N/A
<b>Court Appearances.</b> <i>Upon subpoena by County and pro-rated for time actually spent at the pertinent court session. Travel time shall not be included in the reimbursement for these services.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<b>Court Documents Preparation.</b> <i>Upon written request by County at a rate equivalent to the individual counseling session rate (below) and up to a maximum limit of two (2)-session rates charged per report.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<b>Multidisciplinary Team Meeting.</b> <i>Upon written request by County and for time actually spent in the meeting. The definition of multidisciplinary team meetings as it applies to this Agreement excludes any community-based teams in which County considers Contractor or Contractor’s staff or assigns to be regular standing members.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) for Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<b>Classes</b>	\$35 per person
<b>Home Visitations</b>	\$45 per hour

County shall not pay for “no shows,” cancellations, telephone calls, or preparation of initial screening reports, treatment plans, assessment reports or bimonthly client progress reports. Contractor shall immediately and verbally inform the caseworker, at no charge to County, of Client appointment no-shows, cancellations, or any other urgent concerns directly affecting Client’s treatment plan.

The total compensation under this Agreement shall not exceed \$185,000.00 for the stated term.

**ARTICLE IV**

**Medi-Cal Screening:** If applicable, Contractor shall screen 100% of referred Clients for Medi-Cal eligibility. The screening shall include, but not be limited, to:

1. Verifying that the Medi-Cal beneficiary is eligible to receive Medi-Cal services at the time Client is referred for service; and
2. Verifying El Dorado County as the responsible County; and



3. Assessing for valid full scope aid codes; and
4. Monthly verification of Client eligibility during the time that Contractor provides services to Client.

## ARTICLE V

**Confidentiality and Information Security Provisions:** Contractor shall comply with applicable laws and regulations, including but not limited to The Code of Federal Regulations, Title CFR45, parts 160-164, 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.

### A. Permitted Uses and Disclosures of PII by Contractor.

- (1) 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.
- (2) Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor shall:
  - (a) Use and disclose 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
  - (b) Take all reasonable steps to destroy, or arrange for the destruction of a customer's records within its custody or control containing personal information, which 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 indecipherable through any means.

### B. Responsibilities of Contractor.

- (1) Contractor agrees to safeguards:
  - (a) 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
  - (b) Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
  - (c) Contractor shall implement 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:
  - (a) Network based firewall and/or personal firewall; and
  - (b) Continuously updated anti-virus software; and
  - (c) Patch-management process including installation of all operating system/software vendor security patches.
- (3) Mitigation of Harmful Effects. To 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 in violation of the requirements of this Agreement.
- (4) Agents and Subcontractors of Contractor. To ensure that any agent, including a subcontractor to which Contractor provides PII received from County, or created or received by Contractor, for the purposes of this Agreement shall comply with the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

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 and/or data, where the information and/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.

Conflict of Interest

## ARTICLE VII

**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 contract and shall 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 the Article in the Agreement titled, "Default, Termination and Cancellation."

## ARTICLE IX

**Access to Records:** Contractor shall, upon request and within the time frame requested, provide access to the Federal, State, County, 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 Contractor which are directly pertinent to this specific Agreement for the purpose of making an

audit, examination, excerpts, and transcriptions.

**ARTICLE XVII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
DEPARTMENT OF HUMAN SERVICES  
3057 BRIW ROAD, SUITE A  
PLACERVILLE, CA 95667  
ATTN: DEANN OSBORN, STAFF SERVICES ANALYST

or to such other location as the County directs with a copy to:

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: GAYLE ERBE-HAMLIN, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

FAMILY CONNECTIONS EL DORADO, INC.  
2860 SMITH FLAT SCHOOL ROAD  
PLACERVILLE, CA 95667  
ATTN: WENDY L. WOOD, EXECUTIVE DIRECTOR

**ARTICLE XVIII**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

- F. The insurance shall be issued by an insurance company acceptable to the 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 above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division 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 shall not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.
- I. Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees or volunteers shall be 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. Either:
  - 1. Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or
  - 2. 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 expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of County.

#### **ARTICLE XXX**

**HIPAA Compliance:** All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information. Contractor shall not allow access to,

disclose or use, directly or indirectly, at any time any such confidential information. If Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), Contractor shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

#### **ARTICLE XXXI**

**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. A copy of Form SF-LLL can be downloaded and completed at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>.

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.

#### **ARTICLE XXXII**

**Nondiscrimination:** Assurance of compliance with the El Dorado County Department of Human Services nondiscrimination in State and Federally assisted programs requirements as follows:

Contractor hereby agrees that they shall comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84 and 91, 7

CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving Federal or State financial assistance; and hereby give assurance that it shall immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal and State assistance; and Contractor hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, shall be prohibited.

Contractor and County Representative shall, with oversight from the DHS Civil Rights Coordinator, develop and implement a plan to allow County to monitor Contractor's non-discrimination and civil rights policies and procedures, as required by the CDSS. Monitoring shall include, but is not limited to: accommodation of individuals with hearing impairments, visual impairments and other disabilities; appropriate language services, including bilingual interpreters available to provide services and how written information is effectively communicated to individuals requiring accommodations; procedures for informing participants and potential participants of their civil rights, adequate Contractor staff training in the civil rights and cultural awareness requirements of Division 21; and procedures on informing participants or potential participants of their civil rights.

By accepting this assurance, Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or Federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on Contractor directly or through contract, license, or other provider services, as long as it receives Federal or State assistance.

County policy is intended to be consistent with the provisions of all applicable State and Federal laws.

### **ARTICLE XXXIII**

**Fingerprinting.** Pursuant to California Penal Code §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 §15660 of the Welfare and Institutions Code 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 or not 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.

#### **ARTICLE XXXIV**


**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 28 Code of Federal Regulations (CFR), Part 66, and all current revisions of OMB Circular A-87. More particularly, Contractors are responsible for complying with OMB Circular A-87 and 28 CFR, Part 66 and the allowability of the costs covered therein. Contractor must obtain written approval from DHS 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 OMB Circular A-87.

**ARTICLE XXXV**

**Annual Audit:** Pursuant to the Single Audit Act and the Office of Management and Budget (OMB) Circular A-333, any entity that receives a total of \$500,000 or more per year in federal funds for the purposes of carrying out federal programs must complete an annual audit. The funding threshold is aggregate funds from all sources. A complete and current copy of OMB A-133 is available at <http://www.whitehouse.gov/omb/rewrite/circulars/a133/a133.html>

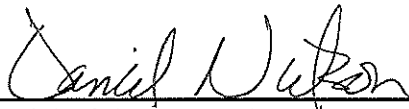
Except as herein amended, all other parts and sections of that Agreement #652-S0810 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
DeAnn Osborn, Staff Services Analyst II  
Department of Human Services

Dated: Nov. 1, 2010

**Department Head Concurrence:**

By:   
Daniel Nielson, M.P.A., Director  
Department of Human Services

Dated: 11-1-2010

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IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement #652-S0810 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: \_\_\_\_\_  
Chairman  
Board of Supervisors  
"County"

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

ATTEST:  
Suzanne Allen De Sanchez, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

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

-- CONTRACTOR --

FAMILY CONNECTIONS EL DORADO, INC.  
A CALIFORNIA CORPORATION

By: Wendy L. Wood  
Wendy L. Wood  
Executive Director  
"Contractor"



**REVISED EXHIBIT A**

**El Dorado County  
Dept. of Human Services-Social Services Division  
Bimonthly Client Progress Report**

Provider's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Client's Name: \_\_\_\_\_

Social Worker and/or Employment & Training Worker's Name: \_\_\_\_\_

**Dates of sessions since last report (please indicate no shows by writing "N/A" next to the date):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Assessment, goals and treatment plan:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Progress since last report:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please complete a progress report on each client referred by the El Dorado County Department of Human Services-Social Services Division on a bimonthly basis and send the report to the appropriate office listed below:

West Slope Vendors, send report to:		East Slope Vendors, send report to:	
Social Worker's Name	E&T Worker's Name	Social Worker's Name	E&T Worker's Name
El Dorado County	OneStop Career Resource Center	El Dorado County	OneStop Career Resource Center
Dept. of Human Services	3047 Briw Road	Dept. of Human Services	3368 Lake Tahoe Blvd., #100
3057 Briw Road	Placerville, CA 95667	3368 Lake Tahoe Blvd., #100	South Lake Tahoe, CA 96150
Placerville, CA 95667		South Lake Tahoe, CA 96150	

Provider's Signature \_\_\_\_\_

Date \_\_\_\_\_