

**VENDOR AGREEMENT
ADULT DAY CARE PROVIDER**

This Agreement, made and entered into this 1st day of July 2015, in the State of California, by and between DEL ORO CAREGIVER RESOURCE CENTER, hereinafter called DCRC, through its duly appointed representative, and EL DORADO COUNTY HEALTH AND HUMAN SERVICES AGENCY, COMMUNITY SERVICES DIVISION, hereinafter called the "Contractor".

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of DCRC hereinafter expressed, does hereby agree to furnish to DCRC services and materials, as follows:

1. The Contractor, upon receipt of signed vouchers from DCRC approved clients/families, agrees to furnish services and materials (subject to the availability of qualified personnel) at the fixed rate of \$56.00 per day for respite care. Rates charged at the beginning of the contract period shall remain fixed, within terms of contract, subject to mutual modification.
2. To remain in good standing, the Contractor agrees to meet the minimum standards of performance set forth in this contract. Failure to comply or fulfill all requirements shall be immediate suspension or grounds for termination of contract. The contractor must:
 - a. Have Professional Liability insurance; a copy must be provided annually.
 - b. Have Worker's Compensation Insurance that classifies employees as caregivers.
 - c. Be in business a minimum of one year, or have an Administrator with a minimum of five years in the industry.
3. The Contractor agrees to carry out the project in accordance with the DCRC Procedural Guidelines for Contractors, shown as Exhibit "A", and made a part hereof by reference.
4. The Contractor agrees to coordinate its activities relating to the performance of this contract with the DCRC and its directors, officers, employees and representatives.
5. This agreement shall become effective when executed by all parties hereto and shall cover the period of July 1, 2015 through June 30, 2018.
6. During the performance of this contract, the Contractor 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 (over 40), or sex. The Contractor shall insure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 or Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. The Contractor shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

7. In consideration of the Contractor's services herein, performed in a manner acceptable to DCRC, DCRC shall reimburse the Contractor monthly for the amounts not to exceed those authorized in DCRC's voucher to the Contractor for that month. Said reimbursement shall not be paid until release of said funds from the respective funding source. In order to avoid delay in payments, the Contractor shall return the vouchers to DCRC **no later than the tenth day of the following month**. Payments hereunder are, however, subject to the provisions of Para. 8, below.
8. It is also understood that reimbursement from DCRC to the Contractor is dependent upon the timely release of funds from the respective funding sources. DCRC agrees to use its best efforts to obtain the timely release of such funds.
9. The DCRC reserves the right to deny any claim in excess of the amounts authorized by DCRC.
10. This contract may be terminated by either party upon 30 days written notice to the other party.
11. It is understood by the Contractor that DCRC is only a fiscal agent and shall have no liability whatsoever to Contractor except to disburse funds provided by the State of California.
12. Both parties agree to indemnify, defend and save harmless both parties and the State of California, their respective directors, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation working under agreement with either party for furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the negligence of either party, or its employees, agents, or subcontractors in the performance of this contract.
13. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of DCRC or the State of California.
14. The DCRC may terminate this agreement by five days prior written notice to Contractor to cure any breach of this agreement and be relieved of the payment of any consideration to Contractor (except for services performed by Contractor up through the month prior to the month in which this contract is terminated) should Contractor materially fail to perform any of the covenants, conditions, agreements, or stipulations herein contained at the time and in the manner herein provided. In the event of such termination the DCRC may proceed with the work in any manner reasonably deemed proper by the DCRC. The excess cost to DCRC in proceeding with the work for the month in which termination is effective shall be deducted from any sum due the Contractor under this agreement for the month in which the termination is effective, and the balance, if any, shall be paid to the Contractor in accordance with the provisions of Paragraph 7 hereof for services satisfactorily performed by Contractor prior to termination.

15. Without the written consent of the other party and the State of California, this agreement is not assignable by one party either in whole or in part.
16. Time is the essence of this agreement.
17. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
18. The rates charged by the Contractor, and paid to it, as provided herein, shall be in compensation for all of the Contractor's expenses incurred in the performance hereof, including but not limited to travel and per diem, unless otherwise expressly so provided.
19. If the Contractor utilizes State funds in excess of \$10,000, it shall be subject to the examination and audit of the Auditor General of the State of California for a period of three years after final payment has been made under this contract (Government Code, Section 10532).
20. All notices under this contract shall be by regular first class mail addressed to the parties as follows (or to such other address as one party may by notice hereunder advise the other):
21. Michelle Nevins, Executive Director, or successor, is the duly appointed representative for administering this contract on behalf of DCRC. On behalf of the Contractor, the County officer or employee with responsibility for administering this agreement is Kristin Brinks, Deputy Director, Health and Human Service Agency, or successor.

If to Contractor: COUNTY OF EL DORADO
Attn: Contracts Unit
3057 Briw Road, Suite A
Placerville, CA 95667
(530) 621-6150

If to DCRC: DEL ORO CAREGIVER RESOURCE CENTER
8421 Auburn Blvd., Suite 265
Citrus Heights, CA 95610
(916) 728-9333

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written on page one of this contract agreement.

DEL ORO CAREGIVER RESOURCE CENTER

By Michelle Nevins
Michelle Nevins, MBA
Executive Director

COUNTY OF EL DORADO
HEALTH AND HUMAN
SERVICES AGENCY

By Don Ashton
Don Ashton, MPA 06-30-2015
Director

COUNTY OF EL DORADO
HEALTH AND HUMAN
SERVICES AGENCY

By Kristen Brinks
Kristen Brinks 06-30-2015
Deputy Director

DEL ORO CAREGIVER RESOURCE CENTER
PROCEDURAL GUIDELINES FOR CONTRACTORS

1. **The Del Oro Caregiver Resource Center (DCRC) is responsible for authorizing services for counseling, legal consultations, respite services, and other specialized consulting services through DCRC approved vendors and consultants.**
2. **The DCRC prepares intake information, assesses the family's need for service. The Family Consultant presents the available service option to the client and, with the family's agreement, selects a vendor or consultant on contract with DCRC.**
3. **DCRC will mail the original copy of the voucher to the vendor at the onset of each month service is authorized. The vendor is required to return voucher to DCRC by the 10th day of the succeeding month. Voucher information includes:**
 - **The client family to receive service**
 - **The vendor providing the service**
 - **Hourly/weekly/daily rate for service**
 - **Units of service per month**
 - **The maximum monthly expenditure per client**
 - **Type(s) of service authorized**
 - **Duration of voucher**
5. **DCRC will pay the costs of services in accordance with the terms of the contractual agreement and the voucher.**
6. **Even if a vendor is utilizing their own billing system, the original voucher must be signed by the vendor and attach to a copy of their billing or month-end statement. The vendor's billing system **MUST** include our client's name, date(s) of service, service description, unit rate, and total cost.**
7. **All vouchers must be submitted by the 10th day of each succeeding month to insure payment in a timely fashion. Vouchers received after the 10th will be subject to delayed payment. Late invoices submitted after the end of the fiscal year cannot be honored.**
8. **Any additional services and their payment, other than what is authorized through the DCRC voucher system, must be arranged privately between the family and the vendor.**
9. **Any changes which affect services must be discussed jointly by the vendor and the DCRC.**

Exhibit A

Contract #: 025-F1611
Index Code: 531160

CONTRACT ROUTING SHEET

Date Prepared: 06-15-2015
06-01-2015

Need Date: 06-29-2015

PROCESSING DEPARTMENT:

Department: HHSA
Dept. Contact: Zhana Mc Cullough
Phone #: 7154
Department
Head Signature: [Signature]
Don Ashton, M.P.A., Director

CONTRACTOR:

Name: Del Oro Caregiver Resource Center
Address: 8421 Auburn Blvd., Suite 120
Citrus Heights, CA
Phone:

CONTRACTING DEPARTMENT: HHSA/Community Services

Service Requested: Del Oro to pay Senior Daycare for respite care provided to Del Oro clients.

Contract Term: 07/01/2015 – 06/30/2018 Contract/Grant Value: \$ varies

Compliance with Human Resources requirements? N/A X Yes No:

Compliance verified by: Revenue Agreement

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

Approved: X Disapproved: _____ Date: 6/17/15 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

RECEIVED
JUN 16 2015
El Dorado County Council

PLEASE FORWARD TO RISK MANAGEMENT. THANK YOU!

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

Approved: _____ Disapproved: _____ Date: 6/18/15 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____
City is contractor, no ins requirements

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

NOTE: Any contract that involves the development, installation, implementation, storing, retrieving, transfer, or sending of electronic information, the acquisition of software or computer related items, or any other service/item that may be IT related, especially those that involve computers and telecommunications, must be approved by IT before submission to Counsel. This also applies to any other contract that requires approval from another department.

Departments:

Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

17 PM 5:00
SECRET

[Signature] 6/12/15
CFO Review Date
[Signature] 6/14/15
[Signature] 6/11/15

[Signature] 6/14/15
Deputy-Director, Administration and Contracts Date
16-1193 C 6 of 10



RESOLUTION NO. 064-2015

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

Authorization for the Health and Human Services Agency Director to Execute and Administer Program-Related Funding/Revenue Agreements, Allocations, and Grants

WHEREAS, in accordance with Board of Supervisors (hereinafter referred to as the “Board”) Policy A-6 “Grant Applications,” the “Board of Supervisors is the sole authority for accepting grant awards and approving grant agreements. After acceptance of a grant award and approval of the grant agreement, the Board may delegate authority to execute the grant agreement and other grant related documents”; and

WHEREAS, the Health and Human Services Agency (HHSA) receives many opportunities to obtain revenue to help fund program operations in the form of funding agreements, allocations, and grants from Federal, State, and other granting agencies (hereinafter referred to as “Revenue Agreements”); and

WHEREAS, these funding sources are vital to HHSA’s ability to provide necessary and in some cases mandated services, to the community and residents of the County; and

WHEREAS, these Revenue Agreements are often received late and the timeline allowed by the funding authority (Federal, State, and other) for execution of the various Revenue Agreements is brief, resulting in a significant workload impact for HHSA, County Counsel, Risk Management, the Chief Administrative Office and the Board; and

WHEREAS, the additional time required to prepare for and receive approval from the Board to accept the funding and execute Revenue Agreements reduces the period of time costs may be charged against the funding sources and results in costs charged to other funding sources, including General Fund; and

WHEREAS, the funding realized by these Revenue Agreements is included annually in HHSA’s operating budget or has been approved by the Board individually; and

WHEREAS, to ensure the timely and efficient processing of revenue agreements thereby safeguarding the continuation of essential services, the Board of Supervisors hereby authorizes the HHSA Director to act on behalf of the County of El Dorado and accept funding, and execute all necessary documents required to secure and maintain each Revenue Agreement included in the attached Attachment A, as included in the Agency’s operating budget, or approved separately by the Board of Supervisors, including any future amendments to same, and contingent upon approval by County Counsel and Risk Management.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of El Dorado does hereby:

- 1) Delegate authority to Health and Human Services Agency Director, on behalf of the County, in accordance with Board of Supervisors Policy A-6, to accept funding and execute Revenue Agreements as included in Attachment A attached hereto and incorporated by reference herein, and amendments thereto, if any, which provide the means for the Health and Human Services Agency to operate its various programs contingent upon approval by County Counsel, Risk Management; and
- 2) Approve and authorize the HHSA Director to continue to administer these funding/revenue agreements, allocations, and allotments, and further authorize the HHSA Director or the Chief Fiscal Officer to execute any required fiscal and programmatic reports; and

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 28th day of April, 2015, by the following vote of said Board:

Ayes: Mikulaco, Novasel, Frentzen, Veerkamp, Ranalli

Noes: None

Attest:

Absent: None

James S. Mitrisin

Clerk of the Board of Supervisors:

By : 
 Deputy Clerk


 Brian K. Veerkamp, Chair, Board of Supervisors

Attachment A
Health and Human Services Agency
Revenue Agreements

Entity	Contract #	Division	Description	Start Date	End Date	Board Approval		Approx Amount
						Date	File ID	
CA Dept of Aging	AP-1415-29, AP-1516-29	Community Services	Aging services funding agreement for FY 2014-15.	7/1/2014 7/1/2015	6/30/2015 6/30/2016	10/21/14	14-0991	\$1,018,080
CA Dept of Aging	MS-1415-35, MS-1516-35	Community Services	MSSP contract for FY 2014-15.	7/1/2014 7/1/2015	6/30/2015 6/30/2016	8/12/14	14-1043	\$257,100
CA Dept of Community Services & Development	14F-3009, 15F-2009	Community Services	2014 Community Services Block Grant allocation.	1/1/2014 1/1/2015	5/31/2015 12/31/15	2/25/14	14-0174	\$265,790
CA Dept of Community Services & Development	14B-5007, 15B-3008	Community Services	Low-Income Home Energy Assistance Program (LIHEAP) 2014 funding agreement.	1/1/2014, 1/1/2015	1/31/2015, 1/31/2016	7/15/14, 1/27/15	14-0084 15-0086	\$1,783,741 \$2,335,282
CA Dept of Community Services & Development	14C-1807, 15C-1007	Community Services	Funding agreement for Dept of Energy Weatherization Assistance Program activities.	8/1/2014	6/30/2015	9/23/14	14-1216	\$77,644
CA Dept of Health Care Services (DHCS)	14-90036	Community Services	Funding agreement for Medi-Cal Administrative Activities (MAA).	7/1/2014	6/30/2017	8/26/14	14-1106	\$1,500,000
CA Dept of Health Care Services (DHCS)	09-1318	Community Services	Medi-Cal Targeted Case Management (TCM) Provider Participation Agreement	7/1/2013	6/30/2018	8/27/13	13-0998	Varies based on usage
CA Dept of Health Care Services (DHCS)	274-F1511, 046-F1611	Mental Health	PATH Grant Allocation FY 14/15	7/1/2014 7/1/2015	6/30/2015 6/30/2016	10/28/14	14-1117	\$34,834
CA Dept of Health Care Services (DHCS)	284-F1511	Mental Health	Substance Use Disorder services funding for FY 2014 - 2017. (State and Federal funding)	7/1/2014	6/30/2017	12/2/14	14-0612	\$3,845,280
CA Dept of Health Care Services (DHCS)	456-F1311	Mental Health	Mental Health Plan (MHP) Funding for the provision of MH services to Medi-Cal eligible residents of the County. State Contract #12-89361	5/1/2013	4/30/2018	4/23/13	13-0330	Varies based on usage
CA Dept of Health Care Services (DHCS)	666-F1411	Public Health	Medi-Cal Outreach and Enrollment (Contracted out to El Dorado County Community Health Center, #069-S1511)	3/12/2014	12/31/2016	5/13/14	14-0597	\$100,000
CA Dept of Public Health	109-L1511	Public Health	Local Lead Agency (LLA) Comprehensive Tobacco Control Plan (TUPP) for FY 2014 - 2015.	7/1/2014	6/30/2015	2/12/13	10-0755	\$150,000
CA Dept of Public Health	267-F1511	Public Health	Reimbursement of Tuberculosis prevention and control activities in FY 2014-2015.	7/1/2014	6/30/2015	11/04/14	13-0164	\$5,280
CA Dept of Public Health	14-10248, 15-10081	Public Health	FFY 14/15 funding agreement for the Supplemental Food Program for Women, Infants and Children (WIC)	10/01/2014 10/01/2015	9/30/2015 9/30/2019	9/23/14	14-1215	\$784,874
CA Dept of Public Health	108-F1411	Public Health	AIDS Master Grant - Surveillance 13-20125	7/1/2013	6/30/2016	10/29/13	10-1202	\$37,893
CA Dept of Public Health	053-F1511	Public Health	Childhood Lead Poisoning Program - to increase awareness of lead hazards, coordinate testing & case management.	7/1/2014	6/30/2017	8/5/14	12-0051	\$60,000
CA Dept of Public Health	150-F1411 15-10418	Public Health	State funding for immunization program (State Agreement #13-20327)	7/1/2013	6/30/2017	12/17/13	11-1364	\$242,152
CA Dept of Public Health	026-F1511	Public Health	Funding for Public Health Preparedness programs (PHP, Cities Readiness Initiative, HPP, Pandemic Flu), FY 2014 - 2015	7/1/2014	6/30/2017	9/9/14	026-F1511	\$1,392,633

Attachment A
 Health and Human Services Agency
 Revenue Agreements

Entity	Contract #	Division	Description	Start Date	End Date	Date	File ID	Approx Amount
Del Oro Caregiver Resource Center	145-01310, 025-F1611	Community Services	Revenue generating contract for Senior Day Care Program (SDC). SDC provides services to DCRC approved clients.	7/1/2012 7/1/2015	6/30/2015 6/30/2018	9/25/12	12-1123	Varies based on usage
El Dorado Community Foundation	093-F1511	Community Services	Grant funding from the Women's Fund El Dorado (a fund at the El Dorado Community Foundation) for the purchase of a washer/dryer combo for the El Dorado Hills Senior Day Care center.	7/1/2014	6/30/2015	8/26/14	14-0786	\$1,448
El Dorado Community Foundation	094-F1511	Community Services	Grant funding from the Friends of Seniors (a fund at the El Dorado Community Foundation) for the purchase of transmitter testers for tracking devices used by the Senior Day Care CareTrak program.	7/1/2014	6/30/2015	8/26/14	14-0786	\$400
El Dorado County Office of Education (EDCOE)	006-F1511	Mental Health	SELPA Agmt	7/1/2014	6/30/2016	7/22/14	14-0924	Varies based on usage
El Dorado County Office of Education (EDCOE)	197-F1511	Social Services	CalWORKS Joint Application.	7/1/2014	6/30/2015	12/18/12	12-1488	\$24,003
El Dorado Union High School District	005-F1411	Public Health	Public Health Nurse activities/support on site at El Dorado Union High School (Healthy Start)	7/1/2013	6/30/2016	7/23/13	11-0559	\$90,000
First 5 El Dorado Children and Families Commission	076-F1511, 038-F1611	Public Health	Access to healthcare for children ages 0 - 5 and families; 2014-2015, Revenue Agreement (Their Contract #1415-90063-34-611)	7/1/2014, 7/1/2015	6/30/2015 6/30/2015	8/12/14	12-1068	\$170,000
Golden Sierra Job Training Agency	K491016-01 K594759-02	Community Services	Funding agency for Workforce Investment Act Program	7/1/2013 10/1/2014	5/31/2015 5/31/2016	06/10/14	13-0851	\$1,005,954
U.S. Dept. of Housing and Urban Development (HUD)	CA151FSH053A014	Community Services	Family Self-Sufficiency Program Coordinator funding (Legistar 14-1464)	1/1/15	12/31/15	10/28/14 & 14-1464	14-1464	\$59,402