

## **AGREEMENT FOR SERVICES #9103**

Empowered Parenting Program, Independent Living Services, and Vocational Services/Tailored Day Services

---

---

**THIS AGREEMENT** 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 On My Own Independent Living Services, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 6939 Sunrise Boulevard, Suite 215, Citrus Heights, California 95610, (hereinafter referred to as "Contractor");

### **RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain Contractor to provide an Empowered Parenting Program (one-to-one skill building and training program for adults with developmental disabilities), Independent Living Services (one-to-one repetitive and customized training and support for adults with developmental disabilities to work on specific goals and objectives moving towards more independent living in the community), and Vocational Services/Tailored Day Services (one-to-one training and support for young adults ages 18 through 21, inclusive, in the Foster Care system to provide opportunities to develop or maintain employment/volunteer activities and pursue post-secondary education) on an "as requested" basis as referred by the County Health and Human Services Agency (HHS);

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I, Scope of Services; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

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

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

**WHEREAS**, the parties hereto have mutually agreed that existing Agreement for Services #6249 shall automatically terminate and be replaced upon final execution of this Agreement for Services #9103;

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

## **ARTICLE I**

**Scope of Services:** Contractor agrees to furnish the personnel and equipment necessary to provide the following services: 1) Empowered Parenting Program (EPP); 2) Independent Living Services (ILS); and 3) Vocational Services/Tailored Day Services (TDS). Contractor services shall be provided on an “as requested” basis to clients (Client/Clients) referred by County’s Health and Human Services Agency (HHS).

### **A. Staffing:**

1. Contractor shall provide adequate staffing for the provision of these services with a paraprofessional pool of employees. Contractor’s staff shall receive new-hire orientation and training in the following areas:
  - a. Recognizing the needs of differing Client populations;
  - b. Training principles, communication, and boundaries;
  - c. Consumer rights, mandated reporting, confidentiality;
  - d. Consumer related training (Client rights, developmental and psychiatric disabilities and differences);
  - e. Person-centered philosophy and methods;
  - f. Assessing and resolving barriers, challenging behaviors;
  - g. The curriculum for the perspective programs provided under the delivery of EPP, ILS, or TDS services;
  - h. Community Resources and vocational resources; and
  - i. Consumer objectives, optimum levels of support, outcomes, and quality improvement.

Additional training and supervision may be provided at the discretion of the Contractor and based on the needs of the staffing pool.

1. All EPP, ILS, and TDS Parent Trainers and Facilitators are required to receive and maintain Cardiopulmonary Resuscitation (CPR)/First Aid training and certification which shall be tracked internally by Contractor’s Human Resources Manager or designee.
2. Supervision of employees is provided by a social services professional with a minimum of six (6) units of coursework in Human Services and Child Development or three (3) years field experience in social services.
3. Contractor shall keep records of all employee licenses/credentials for a minimum of five (5) years. Contractor will provide County with the required verifications if requested.

### **B. Service Delivery:**

1. Assessment: Upon request by County, Contractor will complete the required comprehensive assessment with each Client. The assessment is conducted over ten (10) hours, during several appointments and is conducted by the Contractor’s Program Manager or designee. The assessment will identify the goals, objectives, and outcome measures for the purchased program; EPP, ILS, or TDS. Contractor bears sole responsibility for obtaining the authorization for and cost of use of all assessment and survey tools.
  - a. Contractor will notify HHS Program Supervisor or Program Manager of any Client situation which, during the course of the assessment or during the working relationship, rises to the level of health and safety concerns which potentially put the Client and/or

- Contractor's staff at risk. Contractor agrees to work collaboratively with HHS staff to determine interventions which can improve the situation to make it safe for the Client, as well as Contractor's employees.
- b. Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions outlined in Article XXXIX titled "Additional Terms and Conditions" which references "Mandated Reporter Requirements."
  - c. Contractor may decline a referral or terminate a case should health or safety concerns remain, or if the required level of services is outside of the scope of the Contractor's services.
2. Independent Living Services (ILS): ILS offers one-to-one training for adults, with developmental disabilities, in their natural environments. Areas of ILS training and support include, but are not limited to:
- a. Relocation and Renting: Includes touring neighborhoods, assisting with completing a rental application, making the security deposit, and signing the rental lease, etc.
  - b. Housekeeping: Cleaning, organizing, and laundry.
  - c. Meals: Nutrition, planning, food preparation, cooking, and clean-up.
  - d. Shopping: Making a list, finding the correct items, comparing prices, checking out, and paying.
  - e. Money Management and Record Management: Understanding sources of income, estimating expenses, creating budget limits, managing spending, banking, keeping account records, and creating/maintaining a filing system for all types of documents.
  - f. Wellness and Health Care: Hygiene, fitness, nutrition, prevention, and treatment. These may involve finding providers, making, and getting to appointments, and communicating with various personnel/employees of the businesses, doctors, and nurses.
  - g. Functional Academic Skills: Includes learning to use a calculator, counting money, using a calendar, writing appointments, reading street signs.
  - h. Self-Advocacy: Includes assertiveness and communication skills needed in any type of situation, joining self-advocacy committees/groups, anger management, and parenting.
  - i. Attendant Management: Screening, interviewing, selecting, hiring, training, and problem solving.
  - j. Emergency Preparation: Preparing an emergency go kit with critical information and practice what to do in the case of an emergency.
3. Empowered Parenting Program (EPP): EPP offers one-to-one training for adults with developmental disabilities and have expressed a desire to learn successful parenting. The focus of the program is empowerment; the act of increasing an individual's capacity and knowledge of community resources and how to navigate those systems to create a healing environment for the child. EPP matches Clients with a Facilitator to provide weekly training on the skills necessary to successfully parent a child in their natural environment in order to sustain the family. Contractor sorts EPP services into the following goals:
- a. Developing Support Networks
  - b. Child Development Milestones
  - c. Nutrition
  - d. Understanding the Individual Child
  - e. Creating Structure
  - f. Problem Solving
  - g. Safety and Emergency Preparation
4. Vocational Services/Tailored Day Services (TDS): Vocational Services/TDS offer services

for young adults in the Foster Care system ages eighteen (18) through twenty- one (21), inclusive. These services will focus on employment services, community- based experiences (volunteerism) and post-secondary education, Contractor sorts Vocational Services/TDS into the following goals:

- a. Enrolling for school
  - b. Attending jobs fairs
  - c. Job development
  - d. Job readiness activities
  - e. Career and/or volunteerism exploration and acquisition
5. Other:
- a. Contractor shall maintain, at Contractor's sole cost, access to bilingual interpreters, if needed, to assist staff providing parenting skills classes.
  - b. Contractor shall attempt to contact Client three (3) times to initiate and/or continue services. If no response from Client is received, Contractor may choose to terminate Client contact efforts and/or terminate Client services.

Services shall only be provided following verbal or email authorization from HHSA staff to Contractor. Any verbal or email authorization to perform services under this Agreement must be confirmed to Contractor by signed HHSA Authorization prior to payment in accordance with subsection D of this Article I, HHSA Authorizations for Service(s), set forth 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. See Article III titled "Compensation for Services" for service rates.

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 plan.

- C. Reports: Contractor shall provide written reports to County, including but not limited to the following:
1. Court Documents: Upon request by County, and within the time limit specified by County, Contractor shall provide HHSA staff with comprehensive written reports for County's use in court.
  2. ILS Initial Assessment Report: Upon request by County, and within 30 calendar days of Client's initial visit, Contractor shall provide HHSA staff with a written initial assessment report that shall detail Contractor's professional evaluation of Client including, but not limited to the Client's goals, short-term and long-term objectives, strengths and barriers. Contractor shall provide a completed Exhibit A, marked "ILS Initial Assessment Report," incorporated herein and made by reference a part hereof, to the Contract Administrator.
  3. ILS Progress Report: Upon request by County, and within 30 calendar days of the request, Contractor shall provide HHSA staff with a written or verbal progress report that shall detail Contractor's professional evaluation of Client including, but not limited to summary of services, progress toward service goals, concerns, and service recommendations. If Contractor is providing a written progress report, Contractor shall provide a completed Exhibit B, marked "ILS Progress Report" incorporated herein and made by reference a part hereof, to the Contract Administrator. Exhibit B is not required to be completed for a verbal progress report.
  4. EPP Initial Assessment Report: Upon request by County, and within 30 calendar days of

Client's initial visit, Contractor shall provide HHSA staff with a written initial visit report that shall detail Contractor's professional evaluation of Client including, but not limited to the Client's goals, short-term and long-term objectives, strengths, and barriers. Contractor shall provide a completed Exhibit C, "EPP Initial Assessment Report," incorporated herein and made by reference a part hereof, to the Contract Administrator.

5. EPP Progress Report: Upon request by County, and within 30 calendar days of the request, Contractor shall provide HHSA staff with a written or verbal progress report that shall detail Contractor's professional evaluation of Client including, but not limited to summary of services, progress toward service goals, concerns, and service recommendations. If Contractor is providing a written progress report, Contractor shall provide a completed Exhibit D, marked "EPP Progress Report," incorporated herein and made by reference a part hereof, to the Contract Administrator. Exhibit D is not required to be completed for a verbal progress report.
6. TDS Initial Assessment Report: Upon request by County, and within 30 calendar days of Client's initial visit, Contractor shall provide HHSA staff with a written initial visit report that shall detail Contractor's professional evaluation of Client including, but not limited to the Client's goals, strategies to meet goals, and short-term and long-term objectives. Contractor shall provide a completed Exhibit E, marked "TDS Initial Assessment Report" incorporated herein and made by reference a part hereof, to the Contract Administrator.
7. TDS Progress Report: Upon request by County, and within 30 calendar days of the request, Contractor shall provide HHSA staff with a written or verbal progress report that shall detail Contractor's professional evaluation of Client including, but not limited to goals and progress toward goals including a summary of trainings provided. If Contractor is providing a written progress report, Contractor shall provide a completed Exhibit F, marked "TDS Progress Report" incorporated herein and made by reference a part hereof, to the Contract Administrator. Exhibit F is not required to be completed for a verbal progress report.

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>
<p style="text-align: center;"><a href="mailto:cps.clerical@edcgov.us">cps.clerical@edcgov.us</a>  Please include in the subject line:  “Contract #, Service Month,  Description/Program”</p>	<p style="text-align: center;">County of El Dorado  Health and Human Services Agency  Attn: Leslie Griffith  Re: Agreement #9103  Fax: (530)626-7427</p>

**D. HHSA Authorizations for Service(s):**

1. Prior to payment for any service(s) detailed under ARTICLE I, Scope of Services, or ARTICLE III, Compensation for Services, Contractor shall obtain an HHSA Authorization that has been signed by HHSA staff.
2. A member of HHSA Executive Management Team (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, Scope of Services or ARTICLE III, Compensation for Services. Prior to providing any Client service(s) NOT detailed under ARTICLE I, Scope of Services or ARTICLE III, Compensation for Services, Contractor shall obtain an HHSA Authorization that has been signed by HHSA staff and HHSA Executive Management.
3. County shall not pay for any services that have not been approved by an HHSA Authorization, incomplete or unsatisfactory services, as determined by HHSA in its sole discretion, “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, 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.
4. County may provide retroactive authorization for services or waive any required authorization(s) for services when special circumstances exist as determined by County Contract Administrator, HHSA Director and the Agency Chief Financial Officer, or their designees, and will provide written notice of this determination to Contractor (if applicable) in accordance with the Article titled “Notice to Parties.”

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years from the date thereof.

**ARTICLE III**

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

- A. **Rates:** For the purposes of this Agreement, the billing rate shall be as defined below. Rates may be updated annually upon written approval, to include electronic communication, from County's Contract Administrator or designee.

Rates paid to Contractor shall be all inclusive (e.g., compensation, administrative overheads, mileage, gasoline, travel time, face- to-face instruction, supportive services, materials, cost of meals for parents and children when meals or food are a required element of the practice upon which the instruction is based, cost of teaching supplies and facilities, office supplies, communication, fees, insurance, postage, printing and duplication and any other indirect costs which may be associated with the service).

Contractor may not seek reimbursement from other funding streams for the same participant or class.

<b>Service</b>	<b>County Standardized Rate</b>
<b><i>Court Documents Preparation.</i></b> Upon request by County, at a rate equivalent to the assessment session rate paid in 15-minute increments and up to a maximum limit of a two (2) session rate charged per report.	Per report \$13.75 per 15-minute session [Up to 2 hours, 8 units maximum]
<b><i>Independent Living Services (ILS), Empowered Parenting Program (EPP), &amp; Tailored Day Services (TDS) Initial Assessment Report.</i></b> Within 30 calendar days of Client's initial visit, Contractor shall provide HHSA staff, at a rate equivalent to the assessment session rate paid in 15-minute increments and up to a maximum limit of one (1) session rate charged per report, with a brief written initial assessment report. The 30-day timeframe can be extended by HHSA staff.	Per report \$13.75 per 15-minute session [Up to 1 hour, 4 units maximum]
<b><i>Independent Living Services (ILS), Empowered Parenting Program (EPP), &amp; Tailored Day Services (TDS) Progress Report.</i></b> Upon request by County, Contractor shall provide HHSA staff, at a rate equivalent to the assessment session rate paid in 15-minute increments and up to a maximum limit of one (1) session rate charged per report, with a brief progress report. The progress report may be in written or verbal form.	Per report \$13.75 per 15-minute session [Up to 1 hour, 4 units maximum]
<b><i>Empowered Parenting Program (EPP) Assessment</i></b> (10 hour maximum)	\$55 per one (1) hour [Up to 10 hour maximum]
<b><i>EPP In-Home Training</i></b> (1 unit = 1 hour)*	\$55 per one (1) hour
<b><i>Independent Living Services (ILS) Assessment</i></b> (10 hour maximum)	\$55 per one (1) hour [Up to 10 hour maximum]
<b><i>ILS In-Home Training</i></b> (1 unit = 1 hour)*	\$55 per one (1) hour
<b><i>Vocational Services/Tailored Day Services (TDS) Assessment</i></b> (10 hour maximum)	\$55 per one (1) hour [Up to 10 hour maximum]
<b><i>Vocational Services/TDS In-Home Training</i></b> (1 unit = 1 hour)*	\$55 per one (1) hour

*\*For In-Home Training hours, County shall request services from Contractor with total number of hours per month times the number of months.*

In no event shall County be obligated to pay Contractor for any amount above the Not-to-Exceed amount of this Agreement.

B. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the Health and Human Services Agency (HHS) invoice template linked online at <https://EIDoradoCounty.ca.gov/HHSA-Contractor-Resources>, 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>
<p><a href="mailto:SSCWSinvoice@edcgov.us">SSCWSinvoice@edcgov.us</a> Please include in the subject line: "Contract #, Service Month, Description / Program</p>	<p>County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

or to such other location or email 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 or reports are received, or proceed as set forth below in the Article titled "Default, Termination, and Cancellation," herein.

**ARTICLE IV**

**Maximum Obligation:** The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$250,000, inclusive of all costs, taxes, and expenses.

**ARTICLE V**

**Federal Funding Notification:** An award/subaward or contract associated with a covered transaction may not be made to a subrecipient or contractor who has been identified as suspended or debarred from receiving federal funds. Additionally, counties must annually verify that the



subrecipient and/or contractor remains in good standing with the federal government throughout the life of the agreement/contract.

Contractor agrees to comply with Federal procedures in accordance with 2 Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Contractor to County.

Consistent with 2 CFR 180.300(a), County has elected to verify whether Contractor has been suspended from using the federal System for Award Management (SAM). The federal SAM is an official website of the federal government through which counties can perform queries to identify if a subrecipient or contractor is listed on the federal SAM excluded list and thus suspended or debarred from receiving federal funds.

- A. System for Award Management: Contractor is required to obtain and maintain an active Universal Entity Identifier (UEI) No. in the System for Award Management (SAM) system at <https://sam.gov/content/home>. Noncompliance with this requirement shall result in corrective action, up to and including termination pursuant to the provisions contained herein this Agreement under the Article(s) titled “Fiscal Considerations” or “Default, Termination, and Cancellation.”
- B. Catalog of Federal Domestic Assistance: Pursuant to the Office of Management and Budget (OMB) Uniform Grants Guidance, all recipients and sub-recipients of federal funds must be provided the Assistance Listing Numbers (ALN) number at the time the contract is awarded. The following are ALN numbers, award specific information, and program titles for programs administered by the County on behalf of California Department of Social Services that may apply to this contract:

<b>Federal Funding Information</b>			
<b>Contractor:</b>	<b>On My Own Independent Living Services</b>	<b>UEI#: K339QN4LDL87</b>	
<b>Award Term:</b>	<b>Upon Execution For Three Years</b>	<b>EIN #:</b>	
<b>Total Federal Funds Obligated: Up To \$250,000</b>			
<b>Federal Award Information</b>			
<b>ALN Number</b>	<b>Federal Award ID Number (FAIN)</b>	<b>Federal Award Date / Amount</b>	<b>Program Title</b>
93.558	2101CATANF 2201CATANF	10/01/20,01/05/21, 04/01/21,07/02/21, 10/27/21,01/03/22, 04/05/22	Temporary Assistance for Needy Families (TANF)
93.645	2101CACWSS 2001CACWSS	03/25/21,03/29/21, 05/28/20	Stephanie Tubbs Jones Child Welfare Services Program
93.658	2101CAFOST	09/30/20,11/20/20, 12/28/20,03/31/21, 04/09/21,06/30/21	Foster Care – Title IV-E

Federal Funding Information		
<b>Project Description:</b>	Empowered parenting, independent living services, and vocational/tailored day services for the County of El Dorado Health and Human Services Agency.	
<b>Awarding Agency:</b>	State of California –Health and Human Services Agency Department of Social Services	
<b>Pass-through Entity</b>	County of El Dorado, Health and Human Services Agency	
<b>Indirect Cost Rate or de minimus</b>	Indirect Cost Rate:	De minimus <input checked="" type="checkbox"/>
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Award is for Research and development.

## ARTICLE VI

**Lobbying Certification:** The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- A. 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.
- B. 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 <https://grants.gov/forms/forms-repository/post-award-reporting-forms>.

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 VII

### **Audits, Compliance, and Monitoring:**

- A. Contractor shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B. Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within thirty (30) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with

the terms and conditions of the Agreement. Failure to return the survey or requested follow up compliance documentation within sixty (60) days may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.

- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D. Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with the Article titled "Default, Termination, and Cancellation."
- E. Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

## **ARTICLE VIII**

### **Nondiscrimination:**

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

## **ARTICLE IX**

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

## **ARTICLE X**

**Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County will provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination will be at the sole discretion of the County.

## **ARTICLE XI**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE XII**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

## **ARTICLE XIII**

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

#### **ARTICLE XIV**

Health Insurance Portability and Accountability Act (HIPAA) Compliance: As a condition of Contractor performing services for County, Contractor shall execute Exhibit H, marked "HIPAA Business Associate Agreement," incorporated herein and made by reference a part hereof.

#### **ARTICLE XV**

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

In the event Contractor receives written consent to subcontract services under this Agreement, Contractor is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, Contractor is required to monitor subcontractor's compliance with said terms and conditions and provide written evidence of monitoring to County upon request.

#### **ARTICLE XVI**

**Independent Contractor:** The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and Contractor shall not make any agreements or representations on the County's behalf.

#### **ARTICLE XVII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the County's Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE XVIII**

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

#### **ARTICLE XIX**

##### **Default, Termination, and Cancellation:**

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision; and
  2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice

of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
2. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
3. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following will be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
  3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  4. A violation of the Article titled "Conflict of Interest."
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination, in accordance with the Article titled "Notice to Parties." If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

## **ARTICLE XX**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage

prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
Health and Human Services Agency  
3057 Briw Road, Suite B  
Placerville, CA 95667  
ATTN: Contracts Unit  
Email: [hhsa-contracts@edcgov.us](mailto:hhsa-contracts@edcgov.us)

with a copy to:

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent  
Email: [procon@edcgov.us](mailto:procon@edcgov.us)

or to such other location or email as the County directs.

Notices to Contractor shall be addressed as follows:

ON MY OWN INDEPENDENT LIVING SERVICES  
6939 Sunrise Blvd  
Citrus Heights, CA 95610  
ATTN: Michelle Ramirez, CEO  
[mramirez@onmyown-web.com](mailto:mramirez@onmyown-web.com)

or to such other location or email as the Contractor directs.

#### **ARTICLE XXI**

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

#### **ARTICLE XXII**

**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.

### **ARTICLE XXIII**

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

- A. Full Worker's Compensation and Employer's 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 and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- 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 term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  1. The insurer will not cancel the insured's coverage without prior written notice to County; and
  2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the 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 the 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 Risk Management, as essential for protection of County.

#### **ARTICLE XXIV**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

#### **ARTICLE XXV**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

## **ARTICLE XXVI**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be a Contractor within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled "Default, Termination and Cancellation."

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit I, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

## **ARTICLE XXVII**

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor shall be required to submit a Form 590 prior to execution of an Agreement or County will withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

## **ARTICLE XXVIII**

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

#### **ARTICLE XXIX**

**County Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

#### **ARTICLE XXX**

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

#### **ARTICLE XXXI**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Leslie Griffith, Assistant Director, Protective Services, Health and Human Services Agency (HHS), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHS has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHS Administration shall provide the Contractor with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

#### **ARTICLE XXXII**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

#### **ARTICLE XXXIII**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

#### **ARTICLE XXXIV**

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

#### **ARTICLE XXXV**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XXXVI**

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

#### **ARTICLE XXXVII**

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

#### **ARTICLE XXXVIII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

#### **ARTICLE XXXIX**

##### **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. **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.

C. **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.

D. **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.

E. **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 2.
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 Section 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 (<https://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.

- F. 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 for 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 75 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 75, 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.

- G. **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 provide a copy of said completed annual audit to County's Health and Human Services Agency at the email or 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."
- H. **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.
- I. **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.
- J. **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.
- K. **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 they would have supervisory or disciplinary power over a minor or any person under their 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.

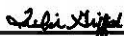
- L. **Litigation:** County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. 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.

- M. **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.


N. **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.

**Requesting Contract Administrator Concurrence:**

By:   
Leslie Griffith (Oct 10, 2024 14:15 PDT)  
\_\_\_\_\_  
Leslie Griffith, MSW  
Assistant Director, Protective Services  
Health and Human Services Agency

Dated: 10/10/2024

**Requesting Department Head Concurrence:**

By:   
Olivia Byron-Cooper (Oct 10, 2024 14:18 PDT)  
\_\_\_\_\_  
Olivia Byron-Cooper, MPH  
Director  
Health and Human Services Agency

Dated: 10/10/2024

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

-- COUNTY OF EL DORADO --

Dated: 12/3/24  
By: Wendy Thomas  
Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: Kim Schaufberger Dated: 12/3/24  
Deputy Clerk

-- ON MY OWN INDEPENDENT LIVING SERVICES --

By: Michelle Ramirez Dated: 10/10/2024  
Michelle Ramirez (Oct 10, 2024 14:20 PDT)  
Michelle Ramirez  
Chief Executive Officer  
"Contractor"

By: Danielle Reynolds Dated: 10/15/2024  
Danielle Reynolds (Oct 15, 2024 15:01 PDT)  
Danielle Reynolds  
Chief Financial Officer