

ORIGINAL

#014-S1110

PROFESSIONAL SERVICES CONTRACT EL DORADO COUNTY

THIS AGREEMENT is made and entered into this 1st day of July 2010, by and between EL DORADO COUNTY hereinafter referred to as "COUNTY," and COUNTY OF PLACER, operating the PLACER COUNTY CHILDREN'S EMERGENCY SHELTER AND PHYSICAL AND BEHAVIORAL HEALTH CENTER, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY desires to retain a person or firm to provide emergency shelter care services to COUNTY Department of Human Services Child Protective Services clients on a space available basis, and

WHEREAS, CONTRACTOR warrants that it is qualified and agreeable to render the aforesaid services of the Placer County Children's Emergency Shelter and Physical and Behavioral Health Center (hereinafter "Shelter"),

NOW THEREFORE, for and in consideration of the agreement made and the payments to be made by COUNTY, the parties agree to the following:

1. **SCOPE OF WORK:** CONTRACTOR agrees to provide all of the services described in Exhibit "A," attached hereto and by this reference made a part hereof.
2. **FEES:** COUNTY agrees to pay CONTRACTOR for the provision of those services described in Exhibit "A" which have not been paid by Medi-Cal or any other funding source. The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit "B" and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract.
3. **MAXIMUM COSTS TO COUNTY:** In no event will the cost to COUNTY for services to be provided herein exceed the maximum sum of \$20,000 during Fiscal Year 2010-2011 and \$20,000 during Fiscal Year 2011-2012.
4. **PAYMENT:** The fees for services under this Agreement shall be due each quarter within thirty (30) days after receipt by the COUNTY of an invoice covering the services rendered to El Dorado County children in the prior quarter.
5. **WORKERS' COMPENSATION:** CONTRACTOR acknowledges that it is aware of the provisions of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this Contract.
6. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract, the CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, national origin, political affiliation, ancestry, marital status, or disability. This policy does not require the employment of unqualified persons.
7. **INTEREST OF PUBLIC OFFICIALS:** No officer, agent or employee of the COUNTY during their tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

8. SUBCONTRACTING: The CONTRACTOR shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the COUNTY.
9. ASSIGNMENT: The rights, responsibilities and duties under this Contract are personal to the CONTRACTOR and may not be transferred or assigned without the express prior written consent of the COUNTY.
10. INSURANCE: It is agreed that CONTRACTOR and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile liability, One Million Dollars (\$1,000,000) workers' compensation and One Million Dollars (\$1,000,000) professional liability (E&O).
11. BOOKS OF RECORD AND AUDIT PROVISION: CONTRACTOR shall maintain on a current basis complete books and records relating to this Contract.
12. TIME OF CONTRACT: This Contract shall commence on July 1, 2010, and shall remain in effect through June 30, 2012.
13. TERMINATION:
 - A. If the CONTRACTOR fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the COUNTY may terminate this Contract by giving five (5) calendar days' written notice to the CONTRACTOR.
 - B. The CONTRACTOR shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the CONTRACTOR has no control.
 - C. Either party hereto may terminate this Contract for any reason by giving seven (7) calendar days' written notice to the other party. Notice of termination shall be by written notice to the other party and be sent by registered mail.
 - D. In the event of termination not the result of the CONTRACTOR, the CONTRACTOR shall be paid for services performed to the date of termination in accordance with the terms of this Contract.
14. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performance of the services herein, the CONTRACTOR, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the COUNTY.
15. AMENDMENT: This Contract may be amended or modified only by written agreement of all parties.
16. JURISDICTION AND VENUE: This Contract shall be construed in accordance with the laws of the State of California.
17. INDEMNIFICATION:

CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against any and all demands, claims, actions, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CONTRACTOR'S officers, directors, agents, employees or subcontractors.

COUNTY shall defend, indemnify, and hold harmless CONTRACTOR, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against any and all demands, claims, actions, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of COUNTY'S officers, directors, agents, employees or volunteers.

It is the intention of COUNTY and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective Boards of Supervisors, officers, directors, agents, employees, volunteers, and CONTRACTOR'S subcontractors. It is also the intention of COUNTY and CONTRACTOR that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its Board of Supervisors, officers, directors, agents, employees, volunteers, and CONTRACTOR'S subcontractors.

18. COMPLIANCE WITH APPLICABLE LAWS: The CONTRACTOR shall comply with any and all federal, state, and local laws affecting the services covered by this Contract.

Additionally, COUNTY has determined that CONTRACTOR is a Business Associate under the Federal Health and Insurance Portability and Accountability Act of 1996 (HIPAA), and therefore shall adhere to the specific guidelines defined in Exhibit "C," which is hereto attached and by this reference incorporated herein.

19. ADMINISTRATOR: The County Officer or employee with responsibility for administering this Agreement is DeAnn Osborn, Staff Services Analyst II, Department of Human Services, or successor.

20. NOTICES: Notices shall be given to COUNTY at the following address:

COUNTY:
El Dorado County Department of Human Services
3057 Briw Road, Suite A
Placerville, CA 95667
Attn: DeAnn Osborn, Staff Services Analyst II

With a copy to:

El Dorado County
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
Attn: Gayle Erbe-Hamlin, Purchasing Agent

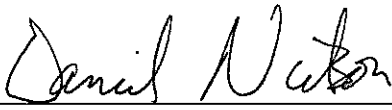
Notices shall be given to CONTRACTOR at the following address:

CONTRACTOR:
Placer County Children's System of Care
Attn: Richard S. Knecht, M.S., Director
11716 Enterprise Drive
Auburn, CA 95603

// Signatures on following page

IN WITNESS WHEREOF, the parties hereunto have executed this Contract #014-S1110 on the date first written above.

EL DORADO COUNTY

By: 
Daniel Nielson, Director
Department of Human Services

Dated: 4-22-2010

By: _____
Chair
Board of Supervisors
"County"

Dated: _____

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

By: _____
Deputy Clerk

Dated: _____

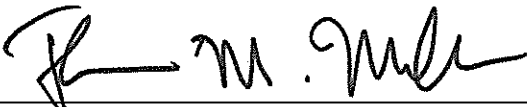


CONTRACTOR

By: _____
Richard J. Burton, M.D., M.P.H., Director
Health and Human Services Department

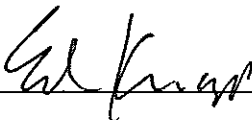
Dated: 6-16-10

With concurrence of the CEO:

By: 
Thomas M. Miller, County Executive Officer
County of Placer

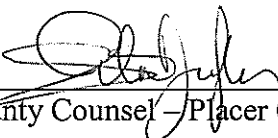
Dated: 6/15/10

Approved as to Form:

By: 

Dated: 4-23-10

Office of the County Counsel – El Dorado County

By: 
Office of the County Counsel – Placer County

Dated: 5/24/10

EXHIBIT "A"

SERVICES TO BE PROVIDED

BY CONTRACTOR

The Placer County Children's Emergency Shelter and Physical and Behavioral Health Center ("Shelter") will accept El Dorado County Child Protective Services clients for emergency shelter care placement when space is available. The CONTRACTOR shall provide a written narrative to COUNTY whenever an El Dorado County client is denied placement for reasons other than space availability.

CONTRACTOR agrees to comply with all state and federal laws and regulations pertaining to operation and maintenance of emergency care shelters, including, but not limited to, Division 31 of the regulations issued by the California Department of Social Services.

CONTRACTOR shall keep COUNTY staff informed of all substantive changes in Shelter procedures.

The El Dorado County Child Protective Services Program Manager or Supervisor shall authorize all COUNTY Shelter placements. CONTRACTOR shall not knowingly accept an El Dorado County client without prior authorization. COUNTY shall comply with admission and release procedures established by CONTRACTOR.

Clients of COUNTY may be placed at the Shelter for up to fifteen (15) days. Placement may be extended beyond fifteen (15) days upon the written approval of CONTRACTOR.

An El Dorado County client shall not be removed from the SHELTER without the mutual consent of the parties unless there is no longer any space available. If space is no longer available, CONTRACTOR agrees to provide 48 hours' notice of the need to remove the El Dorado County client.

El Dorado County Child Protective Services is responsible for management of its own cases, including, but not limited to, transportation, limitations on visitations, contacts, special schooling and prescribed medication.

EXHIBIT "B"

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

Compensation paid under this Contract shall be computed with Placer County taking total Shelter costs for the quarter, divided by the number of child days in the reporting period, to achieve a cost per day rate per child.

El Dorado County's costs will be the daily rate times the number of child days used for Shelter care per El Dorado County child. CONTRACTOR will bill COUNTY quarterly for services.

In situations where prior placement authorization from COUNTY is not reasonably attainable (e.g., lack of minor's identification, legitimate communication problems after reasonable efforts, etc.) and it is subsequently discovered that an El Dorado County minor was appropriately placed in the Shelter on an emergency basis, CONTRACTOR will notify COUNTY immediately. COUNTY will make contact with that child within 24 hours of notification from CONTRACTOR and will authorize payment for the Shelter starting the date the child is placed.

EXHIBIT "C"

BUSINESS ASSOCIATE CONTRACT PROVISIONS

HIPAA Compliance

- (a) Contractor shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including, but not limited to, 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including, but not limited to, 45 C.F.R. Parts 142, 160, 162, and 164), hereinafter collectively referred to as the "Privacy Rule." Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms are used in the Privacy Rule.
- (b) Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of the County as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the County.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- (f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- (g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 C.F.R. Section 164.524.
- (i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or shall pursuant to 45 C.F.R. Section 164.526 at the request of the County or an Individual, and in the time and manner designated by the County.
- (j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528.

(k) Contractor shall provide to the County or an Individual, in time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528.

(l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County, or at the request of the County to the Secretary of the United States Department of Health and Human Services (“Secretary”), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County’s compliance with the Privacy Rule.

(m) (1) Except as provided in subparagraph (2) of this section, upon termination of this Agreement for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by the Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor, its agents, and subcontractors shall retain no copies or the Protected Health Information.

(2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.

(3) The respective rights and obligations of Contractor concerning the Privacy Rule, including, but not limited to, the provisions of this section, shall survive the termination of this Agreement.

(n) The Parties agree to take such action as is necessary to amend this Agreement from time-to-time as is necessary for the County to comply with the requirements of the Privacy Rule.