

ORIGINAL

AGREEMENT FOR SERVICES #2518

Child Care Bridge Program for Foster Children Services

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereby referred to as “County”) and Continuing Development Inc., doing business as Choices for Children, a non-profit California Corporation duly qualified to conduct business in the State of California, whose principal place of business is 350 Woodview Avenue, Suite 100, Morgan Hill, CA 95037-2823 and doing business locally at 3161 Cameron Park Drive, Suite 101, Cameron Park, CA 95682, and whose Agent for Service of Process is Susan Dumars 350 Woodview Avenue, Suite 100, Morgan Hill, CA 95037-2823 (hereinafter referred to as “Contractor”);

RECITALS

WHEREAS, families and individuals who agree to take foster children and act as a Resource Family frequently must wait an undetermined period of time for the completion of the approval process before becoming eligible for a child care subsidy, thus creating a period of time when the Resource Family must pay for child care if needed; and

WHEREAS, the lack of access to child care for potential foster families seeking to take in a foster child is one of the top barriers to placing young foster children with families. The passage of Senate Bill (SB) 89 established the Emergency Child Care Bridge Program for Foster Children (Bridge Program); and

WHEREAS, on January 1, 2018 the State of California Department of Social Services began offering the Bridge Program, which has three components: (1) the provision of a monthly payment or voucher for child care for up to six months; (2) a child care navigator to assist the Resource Family with finding a child care provider, and (3) trauma-informed care training and coaching to support the child care providers participating in the Bridge Program; and

WHEREAS, Alternative Payment Programs (APPs) funded with state and federal funds, offer an array of child care arrangements for parents, such as in-home care, family child care, and center-based care. The APP helps families arrange child care services and makes payment for those services directly to the child care provider selected by the family. The APP is intended to increase parental choice and accommodate the individual needs of the family. The APP processes the families' application to receive subsidized child care services.

WHEREAS, Resource and referral agencies and programs (R&Rs), funded by the California Department of Education, Child Development Division (CDE/CDD), are currently located in every county in the state and collectively form the R&R Network. The purpose of the R&R Network is to help families find child care that best meets their needs, recruit, train, and help child care providers in the licensing process, and collect data from parents and child care providers. R&Rs administer a variety of services to parents seeking child care, to providers seeking professional development and incentives for remaining in the profession; and

WHEREAS, the State of California Department of Education has designated Choices For Children as the Child Care Resource and Referral Program (R&R) to provide child care navigator, and trauma-informed care training and coaching services for El Dorado County, and Choices for Children’s APP serves families in El Dorado County, therefore County has determined it is necessary to contract with Choices for Children to administer all components of the Bridge Program; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State (all references to “State” in this Agreement shall mean the State of California unless otherwise specified), and local laws; and

WHEREAS, County has determined that the provision of these services by Contractor is in the public’s best interest, and that these services are more economically and feasibly performed by outside independent Contractors. The County has determined that these are authorized by the County of El Dorado Charter, Section 210(b)(6) and/or Government Code 31000.

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

ARTICLE I

Scope of Services: Contractor shall allocate personnel and render services necessary to administer the Bridge program, comprised of the following three components:

- Payments to providers for child care services,
- Child Care Navigator services, and
- Trauma-informed care training and coaching of child care providers.

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A. . Definitions

Term	Definition
Child Care Navigator	A child care navigator, employed by the Contractor, works with Eligible Families, child welfare workers, social workers, probation officers, and child and family team to assess child care opportunities and offer consumer education to the family based on the child's age and needs, and helps connect the family to appropriate child care.
Compelling reason	Compelling reason means a decision to place a child with an applicant prior to approval as a Resource Family based upon the best interest of the child, to include maintaining a child's family-like connections.
Eligible Family	<p>An eligible family includes:</p> <ol style="list-style-type: none"> 1. Resource Families and families that have a child placed with them in an emergency or for a compelling reason. 2. Parents under the jurisdiction of the juvenile court, including, but not limited to non-minor dependent parents. <p>In addition, until January 1, 2020, the following families are also eligible:</p> <ul style="list-style-type: none"> • licensed foster family homes or certified family homes; • approved homes of relatives or nonrelative extended family members;
Emergency placement	Emergency placement means a placement of a child or nonminor dependent with a relative or nonrelative extended family member prior to Resource Family Approval (RFA) pursuant to Welfare and Institutions Code (WIC) 361.4, 309, & 361.45
Parenting Youth	Parenting youth are also known as minor parents. It is the Responsibility of the RF to provide direct care and supervision of the children of a minor parent during the hours that the minor parent is unavailable or unable to provide care and supervision. The Bridge Program provides payment for child care and a Child Care Navigator for children of Parenting Youth in foster care.
Regional Market Rate (RMR)	The Maximum reimbursement (ceiling) set by the California Department of Education for subsidized child care provided through programs that are subject to the Regional Market Rate (RMR) Survey of California Child Care Providers.
Resource Family(RF)	The term Resource Family is now used to describe all types of caregivers, rather than the various terms: Foster Parent, Adoptive Parent, Relative, or Non-Related Extended Family Member who wants to extend care to a related or unrelated child (or children) who is under the jurisdiction of the juvenile court, or otherwise in the care of a county welfare agency or probation department and have been approved through the RFA process.

Term	Definition
Resource Family Approval (RFA)	Resource Family Approval (RFA) – California Department of Social Services mandated implementation of the RFA process to replace prior approval processes. RFA is a family-friendly and child-centered caregiver approval process that combines elements of the current foster parent licensing, relative approval, and approvals for adoption and guardianship processes and replaces those processes. The RFA process improves the way caregivers (related and non-related) of children in foster care are approved and prepared to parent vulnerable children, whether temporarily or permanently. RFA is based on the State written directives which have the same force and effect as regulations and ensure that counties use the same standards for approval..
Trauma-informed care(TIC) training	TIC training will include, but is not limited to, infant and toddler development and research-based, trauma-informed best care practices for children in the child welfare system. Training is for child care providers.
Trustline	TrustLine is a database of nannies and baby-sitters that have cleared criminal background checks in California. It is the only authorized screening program of in-home caregivers/providers in the state with access to fingerprint records at the California Department of Justice and the FBI. While State law requires that license-exempt providers be registered on TrustLine in order to be paid, unless they are the grandparent, aunt, or uncle of the child receiving services, Federal policy requires any license-exempt child care provider must undergo a background check through the Trustline, regardless of relationship; therefore, all license-exempt providers must register on TrustLine. To check if a provider is registered on TrustLine or to register, call 1-800-822-8490.

B. Services:

1. Emergency child care voucher or payment for child care services:

a. COUNTY RESPONSIBILITIES:

- i. Eligibility for Participation: County shall determine eligibility of a family or Parenting Youth for participation in the Bridge Program, and shall refer said family to Contractor pursuant to Article I.D. titled “HHSA Authorization for Services.”
- ii. County will prioritize emergency placements with relative and non-relative extended family members for Bridge Program participation.
- iii. County shall issue aid code for HHSA clients in the care of Eligible Family receiving child care voucher/payment or Child Care Navigator services, thereby meeting the requirements related to the funding for these services.

b. CONTRACTOR RESPONSIBILITIES:

i. When requested via HHSA Authorization, Contractor shall issue time-limited emergency child care vouchers or payments to child care providers on behalf of Eligible Families and/or Parenting Youth in foster care. The time-limited child care voucher or payment is available to help pay for child care costs for foster children birth through age 12, children with exceptional needs, and severely disabled children up to age 21.

(1) All vouchers and payments for child care must be in accordance with the Regional Market Rate (RMR) ceilings for subsidized child care payment rates. (California Code of Regulations, Title 5, Division 1, Chapter 19, Subchapter 2.5, Sections 18074 to 18076.3) The RMR ceilings for subsidized child care payment rates in effect at the time of execution are incorporated within as compensation rates. These rates are subject to change during the term of this agreement. Contractor is responsible for verifying rates paid are within RMR ceiling. Current rates are available at: <http://www3.cde.ca.gov/rescc/>

County will not be responsible for issuing payments or vouchers directly to child care providers or families.

c. Requirements for Payment: Child care provider caring for children on behalf of Eligible Families may receive a payment or voucher for child care when:

- i. work or school responsibilities preclude the Eligible Family from being at home when the foster child is not in school, or
- ii. for periods when the Eligible Family is required to participate, without the child, in activities associated with parenting a child that are beyond the scope of ordinary parental duties, including but not limited to, attendance at administrative or judicial reviews, case management meetings, conferences, team meetings, including child and family team meetings, family/parent training, school meetings, and counseling.

d. Child Care Provider: The Eligible Family shall have a choice in selecting child care providers. Child care services for Eligible Family(ies) that are otherwise eligible for a child care subsidy but have not yet begun receiving subsidy payments, are eligible for Bridge Program funds. Child care may be administered by Child care centers, Family child care homes, or a Trustlined/relative.

e. Time-Limited Payments: Payments may be provided for up to six months or until the child is successfully enrolled into long-term, subsidized child care. Eligibility may be extended an additional six-months, not to exceed 12 months, at the discretion of the County, if the Eligible Family is unable to secure long-term, subsidized child care during the initial six-month period. Once the County authorizes long-term subsidized child care, eligibility for the Bridge Program vouchers/payments ends. While enrolled in the Bridge Program, if the family secures a subsidized child care placement prior to the completion of the initial six-month period (or in the case of an extension for up to the 12 month period), the voucher or payment provided via the Bridge Program shall be terminated.

2. Child Care Navigator:

a. COUNTY RESPONSIBILITIES:

County shall refer all Eligible Families initially via HHSA authorization, however family remains eligible for continued services beyond eligibility for bridge specific services as Child Care Navigator services shall be made available to any child in foster care, any child previously in foster care who has returned to his or her home of origin, and any child of parents involved in the child welfare system, including any child who meets the eligibility criteria for the Bridge Program. Eligibility will not be contingent on a child's receipt of a child care payment or voucher, and may continue beyond the six or twelve month voucher eligibility period. Eligible families shall have a choice in selecting child care providers.

b. CONTRACTOR RESPONSIBILITIES:

i. Contractor shall take all steps and do all things reasonable and necessary to assign a Child Care Navigator to all Eligible Families. Child Care Navigator services shall be made available to any child in foster care, any child previously in foster care who has returned to his or her home of origin, and any child of parents involved in the child welfare system, including any child who meets the eligibility criteria for the Bridge Program. The Child Care Navigator will:

- (1) Assist the family, child welfare social worker, or probation officer, and other child and family team members with accessing child care at the time of placement as well as identifying child care options appropriate to the child's age and needs;
- (2) Connect the Eligible Family to information and resources about school readiness and quality child care to empower families, improve their ability to access resources, and make informed decisions regarding their child care needs.
- (3) Assist the Eligible Family in identifying potential opportunities for an ongoing child care subsidy if eligible;
- (4) Assist the Eligible Family in completing appropriate child care program applications and enrolling into a child care program; and
- (5) Develop an overall, long-term child care plan for the child, including plans, where possible, to minimize child care transitions or disruptions for the child.

ii. Contractor shall offer an array of child care arrangements for parents, such as in-home care, family child care, and center-based care. Contractor shall help families arrange child care services and make payment for those services directly to the child care provider selected by the Eligible Family. Contractor shall help choose care that will accommodate the individual needs of the family. Contractor shall process the families' application to receive subsidized child care services. Contractor shall supply information to all parents and the community about the availability of child care in their area

3. **Trauma-informed care (TIC) training and coaching for child care providers who may receive foster children in their care:**

- a. COUNTY RESPONSIBILITIES: County shall collaborate with Contractor to identify qualified child care providers and shall supply the following contact information of the Contractor to any care providers that are known to the County to provide care for foster children and would benefit from the TIC training.

Website	http://www.choices4children.org
Address	3161 Cameron Park Drive, Suite 101 Cameron Park, CA 95682
Phone number	530-676-0707
Fax number	530-676-8416

b. CONTRACTOR RESPONSIBILITIES:

Contractor shall take all steps and do all things reasonable and necessary to recruit and administer TIC training to all child care programs that are working with children, and children of parenting youth, in the foster care system, including both licensed and licensed-exempt providers. TIC training will include, but is not limited to, infant and toddler development and research-based, trauma-informed best care practices for children in the child welfare system. Orientation sessions and/or Open training sessions to be held throughout the year.

- i. The California Child Care Resource and Referral Network will develop and coordinate the TIC training content to be used by the Contractor. Contractor and necessary staff shall participate in The California Child Care Resource and Referral Network training upon which Contractor shall base content for development and delivery of child care provider TIC training and coaching.
- ii. Coaching: In addition to TIC training, coaching shall be made available to the child care providers to assist them in applying training curriculum and learning strategies for working with children in foster care.
- iii. Contractor shall assist potential child care providers in the licensing process; offer direct services, including TIC training; and coordinate community resources for the benefit of parents and local child care providers.

C. **Reporting:** Contractor shall submit written reports, including but not limited to the following:

- 1. Required reports: Data tracking and reporting to HHSA by the 15th of each month to include the following:
 - a. Children who transition from the Bridge Program to other subsidized child care and non-subsidized child care by age group
 - b. Children unable to secure stable child care placement prior to Bridge Program voucher or payment expiring by age group
 - c. Number of Bridge Program Eligible Families served by a Child Care Navigator

- d. Number of families receiving Bridge Program payments or vouchers served by Child Care Navigators
- e. Number of TIC trainings offered
- f. Number of child care providers that attended TIC trainings
- g. Number of coaching sessions
- h. Number of child care providers that received coaching sessions
- i. Number of Families and children eligible for Bridge Program voucher or payment
- j. Number of Families and children issued Bridge Program payments or vouchers and those issued vouchers for the first time
- k. Types of child care settings used by children who receive Bridge Program payments or vouchers
- l. Length of time between a child being approved for a Bridge Program payment or voucher and child's first day in the selected child care setting
- m. Length of time children are enrolled in the Bridge Program

For reporting purposes, Contractor shall use the current template made available by the State, CCB18-Emergency Child Care Bridge Program for Foster Children (Bridge Program), available via the website: <http://www.cdss.ca.gov/inforesources/Research-and-Data/DSSDB>. For reporting and outcome purposes, Contractor will comply with the annually submitted Bridge Program Plan as required by the State for County participation in the Bridge Program.

The above written reports are a required deliverable of this Agreement and Contractor's failure to submit 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 rendered 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 the Article titled, "Default, Termination, and Cancellation."

- 2. Additional Reporting upon request: Counties that choose to participate in the Bridge Program will also be required to submit data and outcomes in order to demonstrate that the program is meeting intended results. Contractor shall be prepared to offer additional data upon request from County. Potential elements may include, but are not limited to:
 - a. Number of Eligible Families available in the report period
 - b. Length of time to process and issue the payment or voucher to Eligible Families
 - c. Type of child care setting selected
 - d. Number and average duration of payments or vouchers disbursed
 - e. Length of time (or number of months) child received the payment or voucher
 - f. Number of referrals to Child Care Navigators
 - g. Number of families served by Child Care Navigators
 - h. Number of children enrolled in Bridge subsidized child care
 - i. Number of children enrolled in non-Bridge subsidized care;
 - j. Number of children transitioning from Bridge to non-Bridge subsidized care
 - k. Length of time to transition from Bridge to non-Bridge subsidized care
 - l. Number of TIC trainings held

- m. Number of child care providers attending TIC trainings
- n. Number of coaching sessions held
- o. Number of child programs and child care providers served

D. HHSA Authorizations for Service(s): (requirement varies per service category)

1. Prior to providing (a) Emergency Child Care payment or voucher service(s) to on behalf of any Eligible Family(ies) or Parenting Youth detailed under “Scope of Services” or “Compensation for Services,” Contractor shall obtain an HHSA Authorization that has been signed by CPS program or other appropriate HHSA staff.
 - a. Eligibility aid code for child in the care of Eligible Family receiving emergency child care voucher or payment shall be issued to Contractor on HHSA Authorization and shall be required on invoice backup.
 - b. County shall not pay for any Emergency Child Care Payment services that have not been pre-approved by an HHSA Authorization, incomplete or unsatisfactory services. Contractor also shall not be compensated for services rendered outside of the authorized service dates identified on said HHSA Authorization. A copy of the Authorization shall be included with the invoice containing the service it pertains to and all documents shall be submitted to HHSA at the address indicated in the Article titled, “Compensation for Services.” Failure to submit a copy of the HHSA Authorization with Contractor’s invoice may result in payment being withheld until said Authorization is submitted.
2. Child Care Navigator services are authorized for all Eligible Families in the foster care system. To initiate services, County shall issue an HHSA Authorization. Child Care Navigator Services are authorized for payment with or without an HHSA Authorization. Contractor will report monthly on number of families served by Child Care Navigator pursuant to the above reporting requirements in Article I section C.1.c.
3. TIC training and coaching services are authorized for all providers participating in the Bridge program; pursuant to the provisions contained herein this Agreement under the Article titled “Compensation for Services,” documentation of providers trained will be required with invoice.
4. HHSA Executive Management reserves the right to review and approve for reimbursement, on a case-by-case basis, service(s) not explicitly addressed under “Scope of Services” or “Compensation for Services.”

ARTICLE II

Term: This Agreement shall become effective upon final execution by all parties hereto and shall expire June 30, 2021, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled “Default, Termination, and Cancellation” or “Fiscal Considerations.”

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ARTICLE III:

Compensation for Services:

Rates:

Emergency child care voucher or payment compensation must be in accordance with the regional market rate (RMR) ceilings for subsidized child care payment rates effective at the time of service:

REIMBURSEMENT CEILINGS FOR SUBSIDIZED CHILD CARE

<i>Service</i>	<i>County Standardized Rate</i>
Emergency Child Care Vouchers or Payments for Child Care provided by: <ul style="list-style-type: none"> • CHILD CARE CENTERS • FAMILY CHILD CARE HOMES FOR EL DORADO COUNTY • TRUSTLINED/RELATIVE FOR EL DORADO COUNTY 	Below Rates Effective January 1, 2018. Reimbursement for child care voucher payments will be limited to the current RMR ¹ Rates listed below are for El Dorado County and are subject to change. Other county rates may vary. If care location is outside El Dorado County, corresponding RMR may be found using the website address below.

For the purposes of this agreement, the schedule of care definitions are as follows:

Full-time Daily	Full-time Weekly	Full-time Monthly	Part-time Hourly	Part-time Weekly	Part-time Monthly
6 hours or more per day	30 hours or more per week	130 hours or more per month	under 6 hours per day	under 30 hours per week	under 130 hours per month

TYPE OF PROVIDER: CHILD CARE CENTERS

Rates by age group and schedule of care:						
<i>Age Group*</i>	Full-time Daily	Full-time Weekly	Full-time Monthly	Part-time Hourly	Part-time Weekly	Part-time Monthly
<i>Birth to 24 month</i>	\$85.50	\$343.16	\$1,402.03	\$14.64	\$255.94	\$972.91
<i>2 through 5</i>	\$58.21	\$246.39	\$953.45	\$10.81	\$182.80	\$643.00
<i>School Age</i>	\$60.38	\$239.40	\$908.44	\$11.17	\$136.93	\$507.72

*For Child Care Centers Only: For a five-year old child enrolled in kindergarten:

Use the 2 through 5 Years category when the child is in a program/classroom that is licensed as a Preschool program, or

¹ Regional Market Rate (RMR) ceilings for subsidized child care payment rates are available at: <http://www3.cde.ca.gov/rcsc/>.

Use the School Age category when the child is in a program/classroom that is licensed as a school-age program.

TYPE OF PROVIDER: FAMILY CHILD CARE HOMES FOR EL DORADO COUNTY

Rates by age group and schedule of care:						
<i>Age Group</i>	Full-time Daily	Full-time Weekly	Full-time Monthly	Part-time Hourly	Part-time Weekly	Part-time Monthly
<i>Birth to 24 month</i>	\$52.32	\$226.24	\$898.42	\$10.86	\$173.96	\$744.98
<i>2 through 5</i>	\$50.64	\$212.23	\$854.28	\$10.58	\$159.49	\$603.30
<i>School Age</i>	\$40.96	\$169.28	\$695.48	\$9.38	\$137.30	\$519.16

TYPE OF PROVIDER: TRUSTLINED*/RELATIVE FOR EL DORADO COUNTY

Age Group	Full-time Daily	Full-time Weekly	Full-time Monthly	Part-time Hourly
Birth to 24 month	\$36.63	\$158.37	\$628.89	\$3.52
2 through 5	\$35.45	\$148.56	\$597.99	\$3.30
School Age	\$28.67	\$118.49	\$486.83	\$2.63

*When there is an “immediate need” for child care services, new state regulations allow parents to use a “provisional provider” for up to 30 calendar days, pending TrustLine registry, when the provider has completed a TrustLine application and submitted fingerprints to the California Department of Justice. At the conclusion of the 30 consecutive calendar days, the “provisional provider” must be registered on TrustLine in order to be paid for services.

To check if a provider is registered on TrustLine or to register, call 1-800-822-8490.

<i>Service</i>	<i>NTE Based on current allocation*</i>
Child Care Navigator	<p>Child Care Navigator compensation is not to exceed the total combined maximum obligation for Child Care Navigator services as listed in table 4.3. Contractor will be compensated in twelve (12) equal monthly payments based on the annual allocation for the Fiscal year (July 1-June 30). In the event the term of the Agreement for the first year is less than twelve (12) months, the total amount of \$70,869 shall be divided by the number of full months to establish the monthly rate.</p> <p>In the event of a partial month, that month shall be prorated by the monthly rate established divided by the number of calendar days of the partial month, multiplied by the number of partial days of the month.</p>

<i>Service</i>	<i>NTE Based on current allocation*</i>
Trauma-informed care (TIC) training and coaching	<p>TIC training and coaching compensation not to exceed the total combined maximum obligation for TIC training, as listed in table 4.3 Contractor will be compensated in twelve (12) equal monthly payments based on the annual allocation for the Fiscal year (July 1-June 30).. In the event the term of the Agreement for the first year is less than twelve (12) months, the total amount of \$30,850 shall be divided by the number of full months to establish the monthly rate.</p> <p>In the event of a partial month, that month shall be prorated by the monthly rate established divided by the number of calendar days of the partial month, multiplied by the number of partial days of the month.</p>
<p>Compensation based on: fiscal year 2018-19, 19/20, and 20/21 emergency child care bridge for foster children program State General Fund (GF) allocation for El Dorado County and matched by federal funds. Rates subject to change in accordance with annual change in State GF allocation amount and quarterly non-Federal discount rate.</p>	

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

Invoices:

It is a requirement of this Agreement that Contractor shall submit an original invoice, which shall act as a declaration that its contents have been reviewed and approved by Contractor. Photocopied or faxed invoices are not acceptable. Invoices with “white-out” types of corrections will not be accepted. HHSA Authorizations or other written authorizations for services shall be attached to invoices. Only the name(s) of HHSA clients, in the care of Eligible Family, listed on the HHSA Authorization shall be listed on the invoice backup for Emergency Child Care Payments and, if applicable, Child Care Navigator services. Contractor shall ensure that only billing information is included on the invoice. (sample invoice attached as Exhibit A) Information of a confidential nature related to Client(s) is not permitted on the invoice.

Backup:

Each invoice for Child Care Payments shall include backup containing the following data:

- A. Contractor name, address, and phone number.
- B. Eligible Family/child name(s), applicable to Child Care Payments.
 - 1. Age group category of each child receiving service covered by the HHSA Authorization.
 - 2. Unit of Service (i.e.: schedule type: full-time or part-time, hourly, daily, weekly, or monthly)
 - 3. Rate for Emergency Child Care Payments issued.
 - 4. Child’s eligibility aid code (as issued on HHSA Authorization)
- C. Service date(s) /date range.

Contractor shall ensure that said invoice backup clearly documents the date range and schedule type for child care provided.
- D. Type of service(s) rendered.

1. Type, name, and address of child care provider.(child care center, family child care home, or Trustlined/relative)
- E. All fee(s) for Emergency Child Care Payments charged to County shall be in accordance with the rates as set forth in this Agreement. RMR is subject to change. Contractor shall verify rates charged are appropriate for service period.
- F. Total amount billed to the County of El Dorado under the subject invoice

Each invoice for Child Care Navigator services shall include

- A. Contractor name, address, and phone number.
- B. Copies of relevant monthly reports for the period.
- C. Child Care Navigator services to be rendered and invoiced by vendor based on available funding in the category of service and not to exceed maximum annual obligation for service category.
- D. Total amount billed to the County of El Dorado under the subject invoice

Each invoice for TIC training and coaching services shall include:

- A. Contractor name, address, and phone number.
- B. Performance related to TIC training/coaching is expected to vary as the program progresses. Data for the following categories shall be reported monthly regardless of quantity for each category:
 1. Number of TIC trainings;
 2. Number of child care providers who attended TIC trainings-;
 3. Number of coaching contacts/session;
 4. Number of child care providers that received coaching contact sessions;
 5. Number of staff trainings attended; and
 6. Number of staff that received trainings.
- C. Total amount billed to the County of El Dorado under the subject invoice.

Contractor is required to submit invoices with a copy of the Authorization, no later than fifteen (15) days following the end of a “service month.” For billing purposes, a “service month” shall be defined as a calendar month during which Contractor renders Client services in accordance with “Scope of Services.” Failure to submit invoices and Authorizations by the 15th of the month following the end of a service month shall result in payment(s) being withheld until the appropriate documents are received by staff. Receipt by HHSA of invoices and associated paperwork submitted by Contractor for payment shall not be deemed evidence of allowable costs under this Agreement. Upon request by County, Contractor may be required to submit additional or new information, which may delay reimbursement.

To facilitate accounting at the end of the fiscal year, the May invoice shall be expedited to submit by **June 5th**. Child Care Navigator and TIC training costs are to be invoiced for the month of June by **June 5th** in order to allow the services to be paid from the current fiscal year’s allocation. A supplemental invoice for remaining services (including Child Care Payments) provided in June shall be submitted by **July 5th**. Invoices shall be sent as follows, or as otherwise directed in writing by County:

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

<p><i>Please Send Invoices to:</i></p> <p>County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

For all satisfactory services rendered herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following County's receipt and approval of all valid invoice(s) identifying services rendered.

ARTICLE IV

Maximum Obligation:

The annual maximum contractual obligation for services provided under this Agreement will adjust based on State General Fund allocation and the percentage of non-federal cases.

County is not obligated to provide the resources and level of service beyond what is provided in the State General Fund (GF) allocation. However, County is required to leverage federal funding for navigation and training components of this Agreement. Methodology for leveraging of State General Fund is as follows: County shall review the average non-federal discount rate that is used to determine the amount of administrative costs associated with non-federally eligible Foster Care cases as stated in the California Department of Social Services County Fiscal Letter 15/16-46. This average yearly percentage will be used to identify the amount of federal funding to be allocated to the Bridge Program for the following fiscal year during the term of this Agreement.

For Fiscal Year 2018-19, the Emergency Child Care Bridge For Foster Children General Fund (GF) Planning Allocation is \$165,183. To leverage federal IV-E funding, the GF allocation amount will be matched by federal funds equal to 38% of total funding for a total Maximum Obligation of \$266,424.

- A. Upon release by the State of the allocation amounts for FY 2018-19 and each year thereafter for the term of this Agreement, the State notification shall be attached hereto; Tables 4.1-4.3 below shall be updated, and the maximum obligation adjusted to match the allocation, without need for amendment.
- B. In the event the FY 2018-19 State allocation is less than \$165,183, this Agreement shall be amended to reflect the actual allocation.
- C. In the event the FY 2018-19 (and any year thereafter) State allocation includes an allowance for Administrative Overhead, Contractor will then be allowed to claim State

authorized Administrative Overhead, upon written notice of same from the Contract Administrator.

D. Budgeted Amount

Table 4.1				
State General Fund allocation for Emergency Child Care Bridge for Foster Children Program General Fund				
Fiscal Year	Emergency Child Care Payment (Assistance)	Child Care Navigator (Administration)	TIC training (Administration)	Total Not to Exceed for Fiscal Year
2018/19	\$102,117	\$43,939	\$19,127	\$165,183
2019/20	TBD	TBD	TBD	TBD
2020/21	TBD	TBD	TBD	TBD

Table 4.2				
Additional funding Title IV-E: The County will, to the maximum extent possible, leverage federal Title IV-E funding, including administrative funding, available to Title IV-E of the federal Social Security Act, to enhance navigation and training support.				
Fiscal Year	Emergency Child Care Payment (Assistance)	Child Care Navigator (Administration)	TIC training (Administration)	Total Not to Exceed for Fiscal Year
2018/19	\$62,588	\$26,930	\$11,723	\$101,241
2019/20	TBD	TBD	TBD	TBD
2020/21	TBD	TBD	TBD	TBD

Table 4.3				
Total combined maximum obligation Emergency Child Care Bridge for Foster Children Program				
Fiscal Year	Emergency Child Care Payment (Assistance)	Child Care Navigator (Administration)	TIC training (Administration)	Total Not to Exceed for Fiscal Year
2018/19	\$164,705	\$70,869	\$30,850	\$266,424
2019/20	TBD	TBD	TBD	TBD
2020/21	TBD	TBD	TBD	TBD

ARTICLE V

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 VI

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 VII

Contractor to County: It is understood that the services rendered under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VIII

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.

ARTICLE IX

Independent Contractor/Liability: 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 terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado 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 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 the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Default, Termination, and Cancellation:

A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. 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 on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

C. **Ceasing Performance:** County may terminate this Agreement 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:** Either party may terminate this Agreement in whole or in part upon thirty (30) calendar days' written notice without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. 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.

- E. Other grounds for termination: In the event that any other contract, or agreement, as being related to or necessary for the performance of this contract, terminates or expires, this agreement may be terminated upon the effective date of the termination of that MOU, informal agreement or contract, even if such termination will occur with less than thirty (30) days written notice.

ARTICLE XII

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

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

CHOICES FOR CHILDREN
3161 Cameron Park Drive #101
Cameron Park, CA 95682
ATTN: Jennifer Lawrence, or successor

or to such other locations as the Contractor directs.

Contact information for each party authorized to sign on behalf of County:

Name	Title	Email address	Phone number
Leslie Griffith, MSW	Assistant Director, Health and Human Services Agency	leslie.griffith@edcgov.us	(530) 642-4842
Patricia Charles- Heathers, Ph.D., M.P.A.	Director, Health and Human Services Agency	patricia.charles- heathers@edcgov.us	(530) 621-6270
Michael Ranalli	Chair, Board of Supervisors	bosthree@edcgov.us or michael.ranalli@edcgov.us	(530) 621-5399
James S. Mitrison	Clerk of the Board of Supervisors	james.mitrison@edcgov.us	(530) 621-5592

ARTICLE XIII

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 in this Agreement 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 XIV

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages 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 Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence 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.

ARTICLE XV

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. Contractor shall give County at least 30 days' notice before the insurance is set to expire or before contractor cancels or replaces and/or amends Contractor's coverage. In the event that Contractor's insurance is proposed to be cancelled by the insurer, Contractor agrees to notify County within five (5) working days of receiving notice or proposed cancellation. Failure to maintain insurance as identified above shall be considered a material breach, and County may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event. 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 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 the County.

ARTICLE XVI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XVIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation."

ARTICLE XIX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various State and/or Federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives

shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 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 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 8103.

ARTICLE XX

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 will be required to submit a Form 590 prior to execution of an Agreement or County shall 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 XXI

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXIII

County Business License: 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 Code Section 5.08.070.

ARTICLE XXIV

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 XXV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Leslie Griffith, MSW, Assistant Director, Health and Human Services Agency, or successor.

ARTICLE XXVI

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 XXVII

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 XXVIII

Venue: 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 XXIX

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 XXX

Additional Terms and Conditions:

- A. 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.
- B. Accounting Systems and Financial Records:** Contractor shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all federal funds received, including all matching funds from the State, County and any other local or private organizations. Contractor's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." More particularly, Contractors are responsible for complying with the Uniform Grants Guidance and 45 CFR Part 92, and the allowability of the costs covered therein. Contractor must obtain written approval from a member of the HHSA 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 (CFR) Sections Affected (LSA) 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 (GPO) 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.
- C. Annual Audit:** Pursuant to the Office of Management and Budget Uniform Grants Guidance, any entity that receives federal funds, as stated in the Uniform Grants Guidance, for the purposes of carrying out federal programs, must complete an annual audit. The funding threshold is aggregate funds from all sources. If requested by County, Contractor shall mail a certified copy of said completed annual audit to County's Health and Human Services Agency at the address listed in Agreement's "Notice to Parties" Article within thirty (30) days of Contractor's receipt of same. All adverse audit findings must be documented and included with completed annual audit. Certified evidence of correction(s) of adverse audit findings shall be provided to County at the HHSA address listed in Agreement's Article titled "Notice to Parties."
1. Contractor shall submit an annual financial audit to the County of El Dorado on or before (insert date). Contractor shall mail said audit in accordance with the provisions contained in this Agreement under the Article titled "Notice to Parties."

2. 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 Section 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.

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

Contractor hereby agrees that they shall comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) .Parts 80, 84 and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving Federal or State financial assistance; and hereby give assurance that it shall immediately take any measures necessary to effectuate this Agreement.

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

By accepting this assurance, Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or Federal government personnel,

during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of this assurance.

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

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

E. 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 Catalog of Federal Domestic Assistance (CFDA) number at the time the contract is awarded. The following are CFDA 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:

Subrecipient Information			
Subrecipient:	Continuing Development Inc., dba Choices For Children	DUNS #: 085298578	
Subaward Term:	Upon execution-for three years	EIN #: 94-2376637	
Total Federal Funds Obligated: \$Up to \$101,241			
Federal Award Information			
CFDA Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
93.658	1701CAFOST 1801 CALFOST	7/1/17, 10/01/17, 01/01/18	Foster Care – Title IV-E
Project Description:	Emergency Child Care Bridge Program services for The County of El Dorado, Health and Human Services Agency.		
Awarding Agency:	State of California –Health and Human Services Agency Department of Social Services		
Pass-through Entity	County of El Dorado, Health and Human Services Agency		
Indirect Cost Rate or de minimus	Indirect Cost Rate: _____		De minimus <input checked="" type="checkbox"/>
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Award is for Research and development.	

F. 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.

G. Confidentiality To ensure the safety of client information, both Parties and their officers, employees, and agents shall comply with WIC section 10850, 45 Code of Federal Regulations (CFR) section 205.50 and all other applicable provisions of law which provide for the confidentiality of records and prohibit records from being opened for examination for any purpose not directly connected with the administration of public social services. Confidential information gained by access to any records from contact with foster children and their caregivers shall be used only in connection with the conduct of the program under this agreement or as otherwise permitted by law.

H. Confidentiality and Information Security Provisions: Contractor shall comply with applicable Federal, State, and local laws and regulations, including but not limited to the Code of Federal Regulations Title 45, parts 160-164, regarding the confidentiality and security of Personally Identifiable Information (PII).

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

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
 - a) Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
 - b) 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:
 - a) Network based firewall or personal firewall; and
 - b) Continuously updated anti-virus software; and
 - c) Patch-management process including installation of all operating system/software vendor security patches.
 - 3) Mitigation of Harmful Effects. 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.

I. 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.

J. 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.

K. 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 76 and Contractor further certifies to the best of its knowledge and belief that it and its principals or affiliates or any sub-contractor utilized under the Agreement:

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

sets forth the provisions herein, in all lower tier or subrecipient covered transactions in accordance with 45 CFR Part 76.

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

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

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

L. Drug-Free Workplace: Contractor agrees to maintain a drug-free workplace and remain in compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. Chapter 10) and the California Drug-Free Workplace Act of 2000 (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 Code of Federal Regulations (CFR) 1308.11 – 1308.15.

M. Fingerprinting: Pursuant to California Penal Code Section 11105.3(a), “Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of Section 15660 of the Welfare and Institutions Code of a person who applies for a license, employment, or volunteer position, in which he or she would have supervisory or disciplinary power over a minor or any person under his or her care.” Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement. Contractor further warrants that said employees, subcontractors, assignees, volunteers and other persons have been cleared by Contractor to perform the services described in this Agreement. All fingerprinting services shall be at Contractor’s sole expense. More specifically, Contractor agrees that:

1. Each applicant for paid or volunteer employment by Contractor who shall or may have a supervisory or disciplinary power over a minor or any person under his or her care shall be fingerprinted in order to determine whether they have a criminal history, which would compromise the safety of such minor, or person(s) under his or her care. All fingerprinting shall be at Contractor’s sole expense.

2. The fingerprinting process as set forth above shall be completed and the results of the process shall be obtained before any of the Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work with any minor or person referred to Contractor by County. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation and (2) that the applicant understands that a background check shall be conducted and that he or she shall be immediately dismissed from employment if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.
3. Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been fingerprinted, shall provide the date of said fingerprinting, and shall state whether the process has disclosed any criminal history of the individual, which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) by Contractor shall be retained or disposed of pursuant to current DOJ directives.

N. HIPAA Compliance: As a condition of Contractor performing services for the County of El Dorado, Contractor agrees to fully comply with all terms and conditions of County's Business Associate Agreement, attached hereto as Exhibit B (incorporated herein and made by reference a part hereof).

O. 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.

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal

contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions.

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

- Q. 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.
- R. 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.
- S. 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.
- T. Waivers:** Failure of County to enforce any provision of this Agreement shall in no event be considered a waiver of any part of such provision or any other provision contained herein. No waiver by County of any breach or default by Contractor shall operate as a waiver of any succeeding breach of the same terms in the Agreement or other default or breach of any of Contractor's obligations under the Agreement. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

ARTICLE XXXI

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.

Requesting Contract Administrator Concurrence:

By: Leslie Griffith
Leslie Griffith, MSW, Assistant Director
Health and Human Services Agency

Dated: 9/10/18

Requesting Department Head Concurrence:

By: Patricia Charles-Heathers
Patricia Charles-Heathers, Ph.D., M.P.A., Director
Health and Human Services Agency


Dated: 9/10/18

//


IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Services #2518 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 10/9/18

By: 
Michael Ranalli, Chair
Board of Supervisors
"County"


ATTEST:
James S. Mitrising
Clerk of the Board of Supervisors

By: 
Deputy Clerk


Dated: 10/9/18

-- CONTRACTOR --

CONTINUING DEVELOPMENT INCORPORATED, doing business as
CHOICES FOR CHILDREN

By: 
Susan Dumars
President
"Contractor"

Dated: 9-10-18

By: 
Mariana Aungurenci, Controller
CM

Dated: 09.10.2018

**Agreement for Services #2518
 Choices For Children
 Bridge Services Invoice**

Exhibit A

County of El Dorado HEALTH AND HUMAN SERVICES AGENCY – BILLING INVOICE					
Claimant Name:	Choices for Children	Claimant Address:	3161 Cameron Park Drive, Suite 101, Cameron Park, CA 95682		
Service Period:		Phone#:	(530) 676-0707	Fax#	(530) 676-8416
Invoice Amount:		E-mail Address:	jlawrence@choices4Children.org	Vendor#	675
Services Rendered:	Child Care Bridge Program	County Agreement#	2518	Administrator	Leslie Griffith
Bill To:	El Dorado County Department of Social Services, 3057 Briw Road, Placerville, CA 95667				

Fiscal year 18/19 is July 1, 2018 – June 30, 2019

Service Type		Contract Maximum FY 18/19 Subject to change based on allocation	Amount Billed for service period	YTD Billed	Allocation Remaining
Voucher/Child Care Payment Reimbursement-	Backup attached		\$	\$	\$
Child Care Navigator Fee	Report attached		\$	\$	\$
Trauma-informed care training/coaching Fee	Report attached		\$	\$	\$
Total			\$	\$	\$

- Invoice backup for services to include all data listed in the Article titled "Funding and Compensation for Services."
- May and June services to be invoiced as soon as possible. Please submit invoice by June 5.

I certify, that I am duly appointed, qualified and acting officer of the herein-named claimant; that the costs being claimed herein are in all respects, true, correct and in accordance with the contract provisions; that the funds were expended or obligated during the service period; and that the net amount claimed above has not been previously presented to or reimbursed through the Department of Social Services.

 Authorized Signature

 Title

 Date

I Certify that I have reviewed the content of this invoice and approve it for payment.

 HHSA Authorized Signature

 Title

 Date

Exhibit B

HIPAA Business Associate Agreement

This Business Associate Agreement is made part of the base contract (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

RECITALS

WHEREAS, County and Contractor (hereinafter referred to as Business Associate (“BA”)) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103 ; and

WHEREAS, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103; and

WHEREAS, “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

WHEREAS, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

WHEREAS, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.

2. Scope of Use and Disclosure by BA of County Disclosed PHI
 - A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
 - (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
 - (3) Disclose PHI as necessary for BA's operations only if:
 - (a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (i) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
 - (ii) The third party will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
 - (4) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (5) Not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - (6) De-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
 - C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.
3. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
 - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308,164.310,164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.

- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
 - C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
 - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
 - B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if know, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy

of the individual's authorization, or a copy of the written request for disclosure.

- (2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary") , BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
5. Obligations of County.
- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.
 - D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
 - E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.
6. Term and Termination.
- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
 - (1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
 - (2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.

- C. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
 - (2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
 - E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.
8. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
 9. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
 10. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
 11. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.