



AGREEMENT FOR SERVICES #340-S1010

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Promesa Behavioral Health, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 7475 North Palm Avenue, Suite 107, Fresno, CA 93711, and whose Agent for Service of Process is Anna Marie Remedios, 7475 North Palm Avenue, Suite 107, Fresno, CA 93711; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County desires and has the duty to provide protection in the form of emergency shelter care and/or foster care placement for children (hereinafter referred to as "Client") whom it takes or accepts into its charge to ensure their safety and well-being pursuant to the provisions of the California Welfare and Institutions Code (WIC) Sections 305 and 16500 et seq.; and

WHEREAS, Part E of Title IV of the Social Security Act provides Federal funds and California State law (WIC Section 11450) provides State funds for County administered Aid to Families with Dependent Children-Foster Care (AFDC-FC) Program in payment for certain children to live in specified licensed Foster Family Homes or Group Homes (all references to "State" in this Agreement shall mean the State of California unless otherwise specified); and

WHEREAS, pursuant to the provisions of WIC Section 11460, the California Department of Social Services (CDSS) is designated to administer a State system that establishes and periodically adjusts program rates for the Aid to Families with Dependent Children-Foster Care program; and

WHEREAS, existing County facilities do not have the capacity or the specialized programs to provide the necessary care and protection for children in its charge; and

WHEREAS, County finds it impractical to develop and maintain facilities to care for the children in its charge; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State and local laws and California law shall govern this Agreement; and

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

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide for the care and supervision of Client pursuant to the provisions of WIC Section 11452 and 11460 et seq. and shall have appropriate resources available to cover the needs of Client. Contractor shall provide services in accordance with the California Manual of Policies and Procedures Division 31 "Child Welfare Services Program" and California Code of Regulations (CCR) Title 22 regulations. Services shall include, but not be limited, to:

- 1) Furnish Client with room and board, care and supervision, clothing, personal incidentals, recreation, transportation, education, social services, nurturing, care, therapeutic counseling services, medical and/or psychological treatment and training to comply with court ordered services or as suited to Client's needs. Donated clothing may supplement but not supplant any clothing allowance provided by the State.
- 2) Comply with the Civil Rights Act of 1964, Section 504, Rehabilitation Act of 1973 and the Americans with Disabilities Act ("ADA") of 1990, concerning discrimination based on the basis of race, color, sex, age, religion, political beliefs, national origin or handicap.
- 3) Abide by laws pertaining to confidentiality.
- 4) Follow State requirements related to medical screening, physical examination, medical testing and immunization.
- 5) Develop an understanding of the responsibilities, objectives and requirements of County concerning the care of Client and work with County with regard to Client's case plan objectives.
- 6) Adhere to the case plan objectives included in all treatment plans created by County which reflect the service objectives of the placing authority.
- 7) Encourage the maintenance of the natural parent-child relationship and, whenever possible, include Client's parents in the treatment plans.
- 8) Work toward termination of placement, on a planned basis, with maximum involvement of Contractor's staff, Client, parents and County.
- 9) Never use corporal punishment, deprivation of meals, deprivation of monetary allowance, threat of cancellation of visits from parents, threat of cancellation of home visits, threat of removal or any type of degrading or humiliating punishment as a means of discipline. Such forms of discipline shall not be tolerated. In all instances, the use of constructive, alternative methods to destructive discipline shall be used.
- 10) Participate in all multidisciplinary team meetings as requested by Client's caseworker.
- 11) Conduct staff review meetings, minimally at quarterly intervals, with regard to Client.
- 12) Submit an initial diagnostic summary on Client to County no later than one (1) calendar month after Client's placement. Summary shall include, but not be limited to:
 - a) Medical and dental needs.
 - b) Psychological/psychiatric evaluations obtained.

- c) Staffing review summaries.
 - d) Educational assessment.
 - e) Peer adjustment.
 - f) Relationship to staff.
 - g) Involvement in recreation program.
 - h) Behavioral problems.
 - i) Short-term treatment objectives (goals established for the next three [3] months).
 - j) Long-range goals.
 - k) Tasks planned to reach objectives and goals and the staff assigned to perform those tasks.
 - l) Identification of unmet needs.
 - m) Involvement of Client and their parents in the treatment program.
- 13) Maintain medical, dental and educational records for each Client and supply updated information to County.
 - 14) Not make any independent agreements with Client's parents or guardians.
 - 15) Not release Client to anyone without prior authorization from County.
 - 16) Allow representatives of County to visit Client at Contractor's facility at any time.
 - 17) Submit on-going written evaluations to County on a quarterly basis, beginning on the date Client was placed. These evaluations shall include, but not be limited to:
 - a) Current status of Client's physical and psychological health.
 - b) Reassessment of Client's adjustment to the home, program, peers, school and staff.
 - c) Progress toward short-term objectives and long-range goals, including tasks which have been performed to reach these objectives and goals.
 - d) Reassessment of unmet needs and efforts made to meet these needs.
 - e) Modification of treatment plans as a result of Multidisciplinary Team (MDT) case consultation, modified treatment plan and/or updated case plan in regard to tasks to be performed.
 - f) Involvement of Client and their parent(s) in treatment programs.
 - 18) Immediately notify County duty worker, or appropriate caseworker if available, by telephone of any significant changes in Client's health, behavior or location and provide a follow-up written incident report within twenty-four (24) hours.
 - 19) Submit copies of any pertinent information, such as school reports, medical reports and psychological/psychiatric reports in a timely manner to County as completed and as part of the quarterly report.
 - 20) Provide County with at least seven (7) calendar days prior notice of intent to discharge Client, unless it is agreed upon in writing by County that less notice is required.
 - 21) Provide covered services to Client referred by County in the same manner in which it provides said services to all other individuals receiving similar services from Contractor subject to any limitations contained in Client's treatment plans.
 - 22) Immediately notify County if an application is made on behalf of Client for any kind of income. Examples include, but are not limited to child support payments, Veteran's Benefits, Railroad Retirement, Social Security, Retirement, Survivors, Health and Disability Insurance ("RSHDI"), earned income and Supplemental Security Income/State Supplemental Program ("SSI/SSP").
 - 23) Remit to County any income received on behalf of Client while in foster care up to the full cost of board and care plus medical cost(s). In addition, cooperate with County and the Social Security Administration, or other appropriate agency, to render County the payee for any funds received on behalf of Client.

- 24) Adhere to all current licensing requirements, regulations, requirements and directives pertinent and legally required for Contractor to practice its profession. Contractor shall, at its sole expense, keep in effect during the term of this Agreement all required documents, licenses and certifications, including insurance certifications, and shall promptly provide County with copies of all renewals. If any of Contractor's licenses or certifications, including insurance certifications, are revoked, this Agreement shall be terminated automatically, without notice, effective as of the date such license or certification is revoked.
- 25) Certify that the following processes are in place:
- a) Written policies, procedures and standards of conduct which articulate the organization's commitment to comply with all applicable Federal and California State standards.
 - b) The designation of a compliance officer and a compliance committee that are accountable to senior management.
 - c) Effective training and education for the compliance officer and the organization's employees and substitute care providers.
 - d) Enforcement of standards through well-publicized disciplinary guidelines.
 - e) Provisions for internal monitoring and auditing.
 - f) Retention of such records as are necessary for audit purposes by State and Federal personnel. The records shall document the type of care and the term during which care is provided for each Client. In addition, medical, educational and progress summary records shall be maintained for each Client in accordance with the appropriate legal requirements.
 - g) Provision for prompt response to detected and/or reported offenses.
 - h) Development of corrective action initiatives relating to the provision of foster care services.
- 26) Recognize that, while County may place children in Contractor's facility, County is under no obligation whatsoever to place any Client in Contractor's facility.
- 27) Arrange for the collection and storage of personal belongings at termination of placement. When Client is discharged, Contractor shall ensure that Client's clothing and personal belongings accompany Client to the next placement. If Client runs away, Contractor shall gather these personal belongings together, alert County that such belongings are at Contractor's facility and, if County does not collect the belongings, store them for up to fourteen (14) days from the date of notification. After 14 days, Contractor shall contact and inform County that the belongings shall be mailed to County at County's expense unless an alternate plan is agreed upon.
- County shall:
- 1) Share all available information about Client, including relevant social, medical and educational history, behavior problems, court involvement, parental, sibling and relative visitation plans and other specific characteristics of Client with Contractor before placement and shall share additional information when obtained.
 - 2) Inform Contractor of expectations regarding the care of Client, such as meeting medical needs, special psychological needs, separation/loss issues, etc.
 - 3) Inform Contractor if Client has any propensities dangerous to self or others.
 - 4) Provide Medi-Cal cards or proof of other medical coverage for Client at the time of placement or as soon thereafter as possible.
 - 5) Provide clothing allowance for Client as permitted by current State regulations to meet initial clothing needs.
 - 6) Provide Contractor with written authorization to obtain medical care for Client.
 - 7) Work with Contractor toward development of a treatment plan for Client.

- 8) Contact Client at least once a month. If the case plan indicates less frequent contact, Contractor shall be informed.
- 9) Provide assistance with emergencies as they pertain to Client.
- 10) Assist in the maintenance of Client's constructive relationships with parents and other family members and involve parents in future planning for Client.
- 11) Work with Contractor toward termination of Client's placement with Contractor.

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

<i>Placerville Caseworker</i>	<i>South Lake Tahoe Caseworker</i>
El Dorado County Dept. of Human Services Attn: Child Protective Services 3057 Briw Ridge Rd. #A Placerville, CA 95667 530/642-7100 (ph) 530/626-7427 (fax)	El Dorado County Dept. of Human Services Attn: Child Protective Services 3368 Lake Tahoe Blvd., #100 South Lake Tahoe, CA 96150 530/573-3201 (ph) 530/541-2803 (fax)

Reports detailed herein are considered a required deliverable. Services shall be considered incomplete until such date as said reports are received and approved in writing by the appropriate Department of Human Services' caseworker and supervisor or program manager. Compensation for services shall not be provided for incomplete services. All required written authorizations for services and subsequent approvals of reports shall be attached to all invoices.

ARTICLE II

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

ARTICLE III

Compensation for Services: For each Client placed with Contractor, County shall pay Contractor with AFDC-FC funds at the current applicable monthly Group Home rate established by the California Department of Social Services (CDSS) Foster Care Funding and Rates Bureau (FCFRB). If Contractor is vendored by a Regional Center, County shall pay at their current applicable rate as established and authorized by the California Department of Developmental Services (CDDS).

County and Contractor agree that payments referenced in this Agreement shall be based upon the current applicable monthly rates as established by California's Department of Social Services Foster Care Funding and Rates Bureau or, when appropriate, as established by the California Department of Developmental Services for Regional Center vendored facilities and transmitted to CDSS. County shall compensate Contractor for the services authorized by County for each Client, as set forth in this Agreement and at Contractor's current California approved Licensing Rate Classification Level ("RCL"), which varies based on the licensing classification of Contractor and the age of the Client at the time services are rendered. These rates are published by CDSS and transmitted to County and Contractor via a CDSS All County Letter (ACL) whenever there is a

change in the rates. For services provided hereunder, County shall calculate payment for services rendered and issue payments at a rate based on the length, classification and level of services authorized and provided. County agrees to pay Contractor monthly in arrears for services authorized by County and rendered by Contractor. For Foster Care Placement services, County shall transmit said payment in the form of a check within fifteen (15) days following the end of the month in which services were provided. For Emergency Shelter Care services, County shall transmit said payment in the form of a check within thirty (30) days following the end of the month or following the last date said services were provided. County shall transmit payment in the form of a check for any unique, specialized purchases which require prior written authorization from County within forty-five (45) days of receipt of a detailed invoice accompanied by a copy of the purchase receipt and the written authorization from County.

The categories of rates that are established by CDSS or CDDS and that may, based on Contractor's agency classification and/or RCL, be applicable for reimbursement under this Agreement are:

Foster Family Homes (FFH): Foster Family Homes, as defined in California's Department of Social Services Community Care Licensing (CCL) regulations, provide 24-hour care and supervision in a licensee's family residence for no more than six (6) children. Care is provided to children who are mentally disabled, developmentally disabled or physically handicapped, children who have been removed from their home because of neglect or abuse and children who require special health care needs and supervision because of such disabilities.

Kinship Guardianship Assistance Payments Program (Kin-GAP): The Kinship Guardianship Assistance Payment Program was established by California Senate Bill 1901 (Chapter 1055, Statutes of 1998) to provide services to those children exiting the juvenile court dependency system on or after January 1, 2000 to live with a relative legal guardian. WIC Section 11364 et seq. establishes that Kin-GAP Program rates are to be paid on behalf of eligible children at an amount equal to one hundred percent (100%) of the basic rate paid to a licensed or approved FFH.

Foster Family Agency (FFA) Treatment and Nontreatment Program Rates: There are two types of FFA programs: "treatment foster care or therapeutic foster care," and "nontreatment foster care." The California Department of Social Services (CDSS) has statutory responsibility for developing, implementing, and maintaining a rate setting system for FFAs receiving AFDC-FC funds. The FFA treatment rates are established by using the basic rate for the FFH plus a set increment for the special needs of the child, a maximum amount for social work activities and a percentage for administration, recruitment and training. The FFA nontreatment rates are established by using only the basic rate of the FFH and a specialized care rate when appropriate.

Intensive Treatment Foster Care Programs: WIC Section 18358 et seq. sets the requirements for implementing the Intensive Treatment Foster Care Program (ITFC). Rates for Foster Family Agency programs participating under this Section shall be exempt from the current AFDC-FC Foster Family Agency rate-setting system. Rates for Foster Family Agency programs participating under this Section shall be set according to the appropriate service and rate level based on the level of services provided to the eligible child and the certified foster family. For an eligible child placed from a Group Home program, the service and rate level shall not exceed the rate paid for Group Home placement. For an eligible child assessed by the County interagency review team as at imminent risk of Group Home placement or psychiatric hospitalization, the appropriate service and rate level for the child shall be determined by the interagency review team at time of

placement.

Special Care Increments: WIC Section 11461(e)(1) defines "specialized care increment" as an AFDC-FC approved amount paid with State participation on behalf of an AFDC-FC Client requiring specialized care to licensed or approved family home with a capacity of six (6) or less or in an approved home of a relative or non-related legal guardian in addition to the basic rate.

Adoption Assistance Program: WIC Sections 16115, 16118, 16119 and 16120 et seq. establishes the criteria necessary for determining a child's Adoption Assistance Program eligibility status and for the provision of financial aid. It directs County to directly reimburse eligible individuals for reasonable nonrecurring expenses as defined by CDSS that are incurred as a result of the adoption of a Client eligible for the Adoption Assistance Program and instructs County to seek reimbursement for said costs from State.

Clothing Allowance: WIC Sections 11460 and 11461 et seq. and the California 2001-02 Budget Act defines annual and initial clothing allowances as the amount paid by each County with State participation in addition to the AFDC-FC basic rate for the provision of clothing for an AFDC-FC child. This includes disposable diapers for infants and for children who use disposable diapers as undergarments. The State supplemental clothing allowance does not supplant the regular County clothing allowance.

Group Home (GH): Group Home, as defined in CCL regulations, refers to a residential facility of any capacity that provides 24-hour non-medical care and supervision to children in a structured environment with the services provided at least in part by staff employed by the licensee. It does not include health facilities and clinics, county-operated juvenile halls, homeless shelters, or residential schools whose only function is education. Although a Group Home may be licensed to care for fewer than six (6) children, the vast majority of Group Homes are licensed for six or more children.

Annual and Initial Clothing Allowance: WIC Section 11461 et seq. defines Annual and Initial Clothing Allowances as the amount paid by each County with State participation in addition to the AFDC-FC basic rate for the provision of clothing for an AFDC-FC child, including, but not limited to, an initial supply of clothing and school or other uniforms.

Infant Supplement: California Senate Bill 510 (Chapter 1066, Statutes of 1988) implements the Omnibus Budget Reconciliation Act (OBRA) of 1987 which amended sections of the Social Security Act which requires the aid payment for a minor parent who receives AFDC-FC to also include an amount for the care of the minor parent's child living with the parent in placement. CDSS Operations Manual, Division 11, Section 11-415.1 addresses the administrative standards for eligibility and assistance programs regulations for AFDC-FC program rates and states, "The infant supplement paid shall be a uniform amount to cover the cost of care and supervision of a child in addition to the rate that would otherwise be paid for the minor parent's placement." Authorities cited are Sections 10553 and 10554, California Welfare and Institutions Code. Reference: Sections 11465 and 11468, California Welfare and Institutions Code. Children who are in receipt of Kin-GAP benefits are also entitled to receive the infant supplement.

Contractor and its substitute care providers shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever

incurred in or incidental to performance hereunder, except as specified herein. All substitute care providers shall be appropriately licensed and certified as required by the State. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written approval.

Contractor and its substitute care providers shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor subsequent to termination of this Agreement. Contractor shall not charge any Client or their family or guardian, or receive any fee or payment from any Client or their family or guardian, for services rendered pursuant to this Agreement. Contractor shall not charge or receive fees or payments from any Client or their family or guardian for children referred to Contractor pursuant to this Agreement who are not actually placed. Should Contractor receive any such payment, Contractor shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the termination of this Agreement. Notwithstanding the foregoing, if County does not remove Client from Contractor's Group Home facility following termination of this Agreement, County shall continue to pay based upon the Group Home's RCL rate. If County does not remove Client from Contractor's Certified Family Home following termination of this Agreement, County shall continue to pay for Client's residence based upon the current applicable monthly home rate(s) established by the California Department of Social Services, Foster Care Funding and Rates Bureau.

Contractor shall maintain a Foster Care Funding and Rates Bureau (FCFRB) home rate(s) or, for a Contractor vendored by a Regional Center, authorization for payment of the Regional Center rate with AFDC-FC funds throughout the term of the Agreement.

Expenditures made by Contractor in the provision of services under this Agreement shall be in compliance and in conformity with the United States Office of Management and Budget (OMB) Circular, A-122. Contractor is responsible for obtaining the most recent version of this Circular which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>

Charges for placements lasting less than a full month shall be prorated. Payment shall commence the day Client is placed with Contractor and terminate the day before Client is removed. When Contractor agrees to hold a bed open for Client, Contractor shall document County's agreement to pay for the open bed in Client's record and shall request a written faxed confirmation from County. County shall not pay for an open bed for a period in excess of seven (7) days.

Should Contractor, after having Client admitted to a psychiatric facility, unilaterally decide not to take Client back, all payments made to Contractor to keep the space available for that Client shall be returned immediately to County by Contractor, unless otherwise agreed to by County and Contractor in writing.

Emergency Shelter Care Rates: The term "emergency shelter care" refers to placements made with little or no advance notice pending court-ordered placement of Client. Emergency shelter care rates shall be pro-rated based on the current applicable monthly home rate(s) established by the

California Department of Social Services, Foster Care Funding and Rates Bureau.

Reimbursement for Unique, Specialized Purchases: Purchases necessary to meet unique, specialized requirements that are specific to an individual Client and are critical to their safety and/or well-being shall be reviewed and authorized on a case-by-case basis by the County. All such unique, specialized purchases must be specifically pre-approved in writing by El Dorado County's Department of Human Services Director, Assistant Director, Chief Financial Officer or Child Protective Services Program Manager. Under no circumstances shall County reimburse Contractor, or their duly licensed certified substitute care provider, for any provisions, supplies or other items that have not been pre-approved in writing. Contractor shall submit, within thirty (30 days) following the month in which purchase was made, a detailed invoice accompanied by a copy of the purchase receipt(s) and the written authorization from County.

Any correspondence or inquiries relative to payments under this Agreement shall be in writing and shall be addressed to:

<i>West Slope and All Other Non-East Slope Contractors</i>	<i>East Slope Contractors</i>
<p>El Dorado County Department of Human Services Attn: Accounting Unit 3057 Briw Road Placerville, CA 95667</p>	<p>El Dorado County Department of Human Services Attn: Child Protective Services 3368 Lake Tahoe Blvd., #100 South Lake Tahoe, CA 96150</p>

The total amount of this Agreement shall not exceed \$57,470.00 for the stated term.

ARTICLE IV

Foster Youth Personal Rights. Contractor shall ensure that the personal rights of Client comply with WIC Section 16001.9, which articulates the rights of children in foster care. Any restrictions on the rights of any Client must be pre-approved in writing by County on a case-by-case basis as specified in ARTICLE I-Scope of Services. Client rights also include, but are not limited, to:

- 1) The right to be treated with respect.
 - a) The facility shall ensure that Client and their authorized representative(s) are offered the opportunity to participate in the development of the Client's case plan.
 - b) The facility shall ensure that privacy rights of Client are respected. Individual privacy shall be provided in all toilet, bath, shower and dressing areas.
 - c) Staff shall treat Client with respect and shall be prohibited from humiliating, intimidating, ridiculing, coercing or threatening Client.
 - d) Access to bathrooms shall not be unreasonably limited during waking or sleeping hours.
 - e) Client shall have the right to be free to attend religious services and activities of their choice and to have visits from the spiritual advisor of their choice. Attendance at religious services, in or out of the facility, shall be on a completely voluntary basis.
 - f) Client shall have the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by Client's case plan; do not infringe upon the rights of other Clients; do not disrupt planned activities; are not prohibited by court order or by Client's authorized representative(s).

- g) To have fair and equal access to all available services, placement, care, treatment and benefits and to not be subjected to discrimination or harassment on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability or HIV status.
- 2) The right to adequate living conditions.
 - a) The home must meet licensing standards.
 - b) Client shall have the right to privacy in their own rooms and shall not be prohibited from closing the doors to their rooms absent specific concerns for the safety of Client.
 - c) Client shall be allowed to possess and use their own toilet articles.
 - d) Client shall have access to individual storage space for their private use.
 - e) Client shall possess and use their own personal items unless prohibited as part of a discipline program.
 - f) Client shall be provided with adequate food, including between meal nourishment or snacks.
 - g) Clients who require special diets including vegetarian diets, religious diets or diets based on health needs shall be provided with appropriate food.
 - h) Client shall not be required to perform chores which are beyond the scope of expectations as outlined in the house rules or discipline information reviewed at placement by County and Client except on a voluntary basis and for compensation.
- 3) The right to adequate medical, dental and psychiatric care.
 - a) Non-medical staff shall not make medical decisions about the severity of an illness or injury or screen Client requests for medical attention without consultation with a licensed physician, nurse or a trained health practitioner.
 - b) Psychotropic medications shall not be administered without court order and compliance with court policy for administration of psychotropic medications.
 - c) Facility staff shall respect the confidentiality of Client's medical or psychiatric treatment. Information about this treatment shall not be generally available to staff.
 - d) Client has the right to a second opinion if requested before being required to undergo intrusive medical, dental or psychiatric procedures provided there is a resource for payment such as private insurance coverage for Client, Medi-Cal authorization, etc.
 - e) Client has the right to contact their County Social Worker regarding receiving or rejecting medical care or health related services.
- 4) The right to fair treatment in administering rewards and punishments.
 - a) The facility shall develop, maintain and implement written facility discipline policies and procedures meeting the requirements specified below:
 - (1) Staff, Client and authorized representatives shall receive copies of such policies and procedures and copies of such policies and procedures shall be maintained in Client's record.
 - (2) Any form of discipline that violates Client's personal rights shall be prohibited.
 - (3) New Client should not always/automatically start on the lowest level of the incentives system.
 - (4) Client's level of assignment and privileges shall be consistent with the case plan/case plan update/court order(s).
 - (5) Client shall not be punished for being new and/or being moved.
 - (6) Client shall have a right to appeal disciplinary actions that result in a loss of privileges. This appeal includes a right to notice of an alleged infraction and the intended punishment, as well as a decision by a third party, using the grievance procedure as described by the foster caregiver in the orientation to placement.

- (7) Client have a right to file a complaint with the facility or their agency representative.
- 5) The right to contact with family members, County Social Workers, Attorneys, Court Appointed Special Advocates and other designated adult supporters.
- a) Client shall have access to telephones in order to make and receive confidential calls, provided that such calls are not prohibited by Client's case plan; are not prohibited as a form of discipline; do not infringe upon the rights of other Clients; do not restrict availability of the telephone during emergencies and are not prohibited by court order or by Client's authorized representative(s).
 - b) Calls to Client's authorized representative or placement authority or family members included in the service plan shall not be prohibited as a form of discipline.
 - c) Client shall send and receive unopened correspondence, including court reports, unless prohibited by court order or by Client's authorized representative(s).
 - d) The facility shall promptly and completely answer communications to the facility from Client's relatives and/or authorized representative(s).
 - e) Level systems shall not restrict personal rights as defined in California Code of Regulations Title 22, Section 84072. These include the right to approved visitors; telephone calls to parents or relatives included in the case plan, County Social Workers, Court Appointed Special Advocates or attorneys; access to correspondence and access to medical care.
- 6) The right to education and community involvement.
- a) Client shall have the right to attend public school unless otherwise specified in their case plan.
 - b) Client shall have the right to participate in extracurricular activities in accordance with the case plan. The facility shall provide transportation necessary to participate in these activities to the extent possible and agreed upon. The facility shall make it possible for Client to attend church and community activities.
 - c) At 16 years of age or older, Client shall have access to existing information regarding the educational options available including, but not limited to, the coursework necessary for vocational and postsecondary educational programs and information regarding financial aid for postsecondary education.
 - i) Nothing in this section shall be interpreted to require a foster care provider to take any action that would impair the health and safety of Clients in out-of-home placement.
 - ii) The State Department of Social Services and each county welfare department are encouraged to work with the Student Aid Commission, the University of California, the California State University and the California Community Colleges to receive information pursuant to paragraph (23) of subdivision (a) of WIC Section 16001.9.
- 7) The right to work and develop job skills.
- a) Client shall be allowed to participate in education, employment and Independent Living Program ("ILP") services. Access to these services shall not be withheld.
 - b) Transportation arrangements for Clients who do not have independent arrangements shall be made.
 - c) The facility shall assist each Client age 16 or over to develop vocational skills and obtain documents necessary for employment. This may also include providing assistance in job training.
 - d) The facility shall support each Client who desires to obtain and maintain employment by providing transportation, assisting in purchasing uniforms and providing other forms of support to the fullest extent possible and agreed upon.
- 8) The right to social contacts.

- a) Client shall have the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by Client's case plan; do not infringe upon the rights of other Clients; do not disrupt planned activities and are not prohibited by court order or by Client's authorized representative(s).
 - b) Client shall have access to a telephone in order to make and receive confidential calls, provided that such calls are not prohibited by Client's case plan; are not permitted as a form of discipline; do not infringe upon the rights of other Client; do not restrict availability of the telephone during emergencies and are not prohibited by court order or by Client's authorized representative(s).
 - c) Client shall send and receive unopened correspondence unless prohibited by court order or by Client's authorized representative(s).
- 9) The right to adequate clothing.
- a) Client shall receive their clothing allowance when issued and shall possess their own clothes.
- 10) The right to a reasonable allowance.
- a) Client shall be provided an allowance no less frequently than once per month unless regulatory exception criteria are met.
 - b) Client shall possess and use their own cash resources.
 - c) Client allowances may not be withheld unless regulatory criteria are met. Any amount of Client allowance that is withheld as a form of discipline must meet the requirements of regulatory criteria including, but not limited to, WIC Section 16001.9, including the requirements that the fines shall be used for the benefit of the individual Client or all Clients in placement, separate accounting, etc. The circumstances under which fines are to be imposed shall be specified in writing. Allowances may not be withheld because Client is working.
 - d) Client's cash resources, including allowances, shall not be used for any basic services specified in the regulations such as toilet articles or basic clothing needs.

ARTICLE V

HIPAA Compliance: All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time any such confidential information. If Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), Contractor shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE VI

Confidentiality and Information Security Provisions: Contractor shall comply with applicable laws and regulations, including but not limited to The Code of Federal Regulations, Title CFR 45, parts 160-164, regarding the confidentiality and security of personal identifiable information (PII).

Personal identifiable information (PII) means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver's license or state

identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

A. Permitted Uses and Disclosures of PII by Contractor.

- (1) Permitted Uses and Disclosures. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.
- (2) Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor shall:
 - (a) Use and disclose PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
 - (b) Take all reasonable steps to destroy, or arrange for the destruction of a customer's records within its custody or control containing personal information which is no longer to be retained by Contractor by (1) shredding, (2) erasing or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

B. Responsibilities of Contractor.

- (1) Contractor agrees to safeguards:
 - (a) To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
 - (b) Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
 - (c) Contractor shall implement appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.
- (2) Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - (a) Network based firewall and/or personal firewall; and
 - (b) Continuously updated anti-virus software; and
 - (c) Patch-management process including installation of all operating system/software vendor security patches.

- (3) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors in violation of the requirements of this Agreement.
- (4) **Agents and Subcontractors of Contractor.** To ensure that any agent, including a subcontractor to which Contractor provides PII received from County, or created or received by Contractor, for the purposes of this Agreement shall comply with the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (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 and/or data, where the information and/or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two business days of discovery, at (530) 621-5852. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

ARTICLE VII

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

1. Verifying that the Medi-Cal beneficiary is eligible to receive Medi-Cal services at the time Client is referred for service;
2. Verifying El Dorado County as the responsible County;
3. Assessing for valid full Medi-Cal scope aid codes;
4. Monthly verification of Client eligibility during the time the services are provided to Client.

ARTICLE VIII

Criminal Record Clearances/Megan's Law: The California Health and Safety Code requires a background check of all applicants, licensees, adult residents, volunteers under certain conditions and of all employees of community care facilities who have contact with Clients. If the California Department of Social Services finds that an individual has been convicted of a crime other than a minor traffic violation, the individual cannot work or be present in any community care facility unless they receive a criminal record exemption from the Community Care Licensing Division, Caregiver Background Check Bureau (CBCB). Simply defined, an exemption is a Department authorized written document that "exempts" the individual from the requirement of having a criminal record clearance. CBCB also examines arrest records to determine if there is a possible danger to Clients (Health & Safety Code Sections 1522, 1568.08, 1569.17, and 1596.871).

With the implementation of Megan's Law in 1996, a convicted, registered sex offender is classified as a "high-risk" sex offender, a "serious" sex offender or as an "other" sex offender, as defined by California Penal Code Section 290 et seq. Sex offender registrants whose sex crime was against a victim under age 16 are prohibited by law from working, as an employee or volunteer, with minors if the registrant would be working with minors directly and in an unaccompanied setting on more than incidental or occasional basis or would have supervisory or

disciplinary power over the child. If the registrant's crime was not against a victim under age 16, the registrant must notify the employer or volunteer organization of his status as a registrant. Failure to comply with this law is a misdemeanor offense. (California Penal Code Section 290.95.). Additionally, every person who has ever been adjudicated a sexually violent predator, as defined in Section 6600 of the Welfare and Institutions Code, shall, after his or her release from custody, verify his or her address no less than once every 90 days and place of employment, including the name and address of the employer, in a manner established by the Department of Justice.

Contractor shall remain in compliance with all laws and Community Care Licensing requirements relating to Megan's Law while this Agreement is in effect.

ARTICLE IX

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.

ARTICLE X

Conflict of Interest: 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 Agreement and shall not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement.

ARTICLE XI

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 (42USC12101 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 County.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety and 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.

ARTICLE XII

Access to Records: County 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 County which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts and transcriptions.

ARTICLE XIII

Non-Discrimination: During the performance of this Agreement, the Contractor shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family leave care. The Contractor shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Contractor shall comply with the following Provisions of Title VI of the Civil Rights Act of 1964 (42 USC 2000), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law 92-261); Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), and all requirements imposed by the applicable Health and Human Services regulations (45 CFR, Part 84); and the American's with Disabilities Act.

ARTICLE XIV

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 XV

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further 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 XVI

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 XVII

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 competent 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 XVIII

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 shall 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 that 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 County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIX

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 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:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County shall 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.

ARTICLE XX

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

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

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

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

Notices to Contractor shall be addressed as follows:

PROMESA BEHAVIORAL HEALTH
7475 NORTH PALM AVENUE, SUITE 107
FRESNO, CA 93711
ATTN: LISA WEIGANT, EXECUTIVE DIRECTOR

or to such other location as the Contractor directs.

ARTICLE XXI

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

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by County in the performance of the Agreement.
- D. In the event Contractor is a licensed professional and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance shall be issued by an insurance company acceptable to Risk Management or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event County fails to keep in effect at all times

- insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. County's insurance coverage shall be primary insurance as respects County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees or volunteers shall be excess of County's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or County shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of County.

ARTICLE XXIII

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 XXIV

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 XXV

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

1. Each applicant for paid or volunteer employment by Contractor who shall or may have a supervisory or disciplinary power over a minor or any person under his or her care shall be fingerprinted in order to determine whether they have a criminal history, which would compromise the safety of such minor, or person(s) under his or her care. All fingerprinting shall be at Contractor's sole expense.
2. The fingerprinting process as set forth above shall be completed and the results of the process shall be obtained before any of the Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work with any minor or person referred to Contractor by County. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation and (2) that the applicant understands that a background check shall be conducted and that he or she shall be immediately dismissed from employment if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.
3. Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been fingerprinted, shall provide the date of said fingerprinting and shall state whether or not the process has disclosed any criminal history of the individual, which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) by Contractor shall be retained or disposed of pursuant to current DOJ directives.

ARTICLE XXVI

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

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

or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions. A copy of Form SF-LLL can be downloaded and completed at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>.

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

ARTICLE XXVII

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have 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 XXVIII

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

ARTICLE XXIX

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 XXX

Administrator: The County Officer or employee with responsibility for administering this Agreement is DeAnn Osborn, Staff Services Analyst II or successor.

ARTICLE XXXI

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 XXXII

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 shall continue in full force and effect without being impaired or invalidated in any way.


ARTICLE XXXIII

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 XXXIV


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

Dated: Feb. 4, 2010

REQUESTING DEPARTMENT HEAD CONCURRENCE:

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

Dated: 2-5-2010

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement #340-S1010 on the dates indicated below.

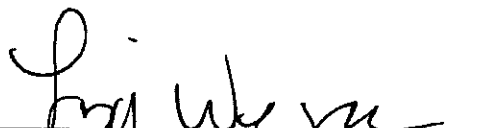
-- COUNTY OF EL DORADO --

By: 
Gayle Erbe-Hamlin, Purchasing Agent
Chief Administrative Office
"County"

Dated: 4/6/10

-- CONTRACTOR --

PROMESA BEHAVIORAL HEALTH
A CALIFORNIA CORPORATION

By: 
Lisa Weigant, Executive Director
"Contractor"

Dated: 3-11-10

By: 
Corporate Secretary

Dated: 7-15-10