

ORIGINAL

AGREEMENT FOR SERVICES #3804

Mental Health Rehabilitation Center Services

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Mental Health Management I, a California Corporation, duly qualified to conduct business in the State of California, doing business as Canyon Manor, whose principal place of business is 653 Canyon Road, Novato, CA 94948, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has a legal obligation to provide eligible County residents with access to designated mental health services, including intensive support and rehabilitation services, in accordance with Welfare and Institutions Code (WIC) Sections 5675 and 5768, and pursuant to applicable laws and agreements with the State of California; and

WHEREAS, County has identified a need for twenty-four (24) hour programs and facilities, licensed by the State of California as a Mental Health Rehabilitation Center (MHRC), that provides intensive support and rehabilitation services designed to assist persons eighteen (18) years or older with mental disorders, who would otherwise have been placed in a state hospital or another mental health facility, to develop the skills to become self-sufficient and capable of increasing levels of independent function; 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 (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 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 31000;

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

ARTICLE I

Scope of Services:

A. Contractor Responsibilities:

- 1) Clients served under this Agreement must be age eighteen (18) years or older, and eligible for mental health services in conformance with all applicable federal and State statutes.
- 2) Contractor's on-duty physician must approve referrals for admission to Contractor's facility. Contractor shall not be required to accept referrals if it is determined that there is insufficient bed capacity.
- 3) Contractor shall not be required to accept referrals for treatment of individuals housed or held in any prison, correctional facility, or any other type of penal institutions. Contractor reserves the right to deny any referral at the sole discretion of the on-duty physician or clinical director.
- 4) Contractor shall notify the County of any/all changes in leadership staff within ten (10) days of change. Leadership staff includes but is not limited to Executive Director, Clinical/Program Director, Chief Fiscal Officer, Psychiatrist, and Chairperson of the Board of Directors.
- 5) Rehabilitation Program Services: All services shall be in accordance with Title 9, California Code of Regulations (CCR) Section 786.10.
 - a) The program shall include services designed to assist persons considered seriously disabled due to mental illness to develop skills to become self-sufficient and capable of increasing levels of independent functioning in the community. The services in this program shall include, but not be limited to, clinical treatment which includes psychiatric and psychological services, learning disability assessment and educational services, pre-vocational and vocational counseling, development of independent living skills, self-help and social skills, and community outreach to develop linkages with other support and service systems, including family members.
 - b) All services shall be client centered, in recognition of varying individual goals, diverse needs, concerns, strengths, motivations, and disabilities.
 - c) The program shall emphasize the participation of clients in all aspects of the program including, but not limited to, individual treatment/service planning, program design and evaluation.
 - d) Structured day and evening services shall consist of, at a minimum, an average of fourteen (14) specific rehabilitation service hours and seven (7) activity program hours per week for each client, and shall be available seven (7) days a week. Services shall include, but not be limited to:
 - i. Individual and group counseling or therapy;
 - ii. Crisis intervention;
 - iii. Pre-vocational or vocational counseling;
 - iv. Provision of educational services and remediation;
 - v. Client advocacy, including assisting clients to develop their own advocacy skills;
 - vi. Independent living skills;
 - vii. Money management;
 - viii. Self-control and symptom management;
 - ix. Sex education;
 - x. Self-medication education;

- xi. Personal grooming and hygiene; and
 - xii. An activity program that encourages socialization within the program and general community, and that assists linking the client to resources that are available after leaving the program.
- e) Consultative resources shall be used, including consumer and family members, in the planning and organization of rehabilitative services for persons with mental disabilities, incorporating discharge planning intended to enable the client to function and gain independence.
- 6) Written Assessment: In accordance with CCR Title 9, Section 786.11, there shall be a written assessment of each client within fifteen (15) days of admission, unless a similar assessment has been done by the referring agency within thirty (30) days prior to admissions to the mental health rehabilitation center. Such assessment shall be available immediately upon request by County. The assessment shall include, at a minimum:
- a) Health and psychiatric histories;
 - b) Psychosocial skills;
 - c) Social support skills;
 - d) Current psychological, education, vocational, and other functional needs and/or limitations;
 - e) Medical needs, as reported;
 - f) Self-control and symptom management;
 - g) Signature by licensed mental health professional.
- 7) Mental Health Evaluation: In accordance with CCR Title 9, Section 786.11, each client admitted shall have a comprehensive individual mental health evaluation within thirty (30) days of admission, signed by a licensed mental health professional upon completion.
- 8) Rehabilitation Program: In accordance with CCR Title 9, Section 786.15, an Individual Service Plan (ISP) shall be developed and maintained.
- a) A written ISP shall be prepared within thirty (30) days following admission, by the program director or a staff member that is a licensed mental health professional.
 - b) There shall be weekly progress notes in the record for each client, which shall include notes written by members of the program staff or interdisciplinary professional staff providing rehabilitation services to the client, and shall be a general review of weekly progress.
 - c) Documentation of reviews by staff and clients of the ISP on at least a monthly basis.
 - d) There shall be a review and updating of the ISP as necessary but at least quarterly, and more often if there is a change in the client's condition.
 - e) The ISP shall be approved by the program director or a licensed mental health professional, and signed by the client.
 - f) Prior to discharge there shall be a written discharge summary prepared by the staff that shall include an outline of services provided, goals accomplished, reason and plan for discharge, and referral follow-up plans.
 - g) At least every four (4) months, the Contractor, in conjunction with the local mental health director, or designee, shall reassess each client to determine the need for continued placement of the client in the facility.
- 9) Activity Program: In accordance with CCR Title 9, Section 786.18;

- a) Clients shall be encouraged to participate in activities planned to meet their individual assessed needs. An activity program shall have a written, planned schedule of social and other purposeful, independent group activities. The program shall be designed to stimulate and support physical and mental capabilities to the fullest extent, and to enable the client to maintain the highest attainable social, physical, and mental functioning.
- b) The activity program shall consist of individual, small, and large group activities which meet the needs and interests of each client. If agreed to by the client, family members shall be invited to the group activities. Activities shall include, but are not limited to:
 - i. Social activities;
 - ii. Indoor and outdoor activities;
 - iii. Supervised activities away from the facility;
 - iv. Opportunity for client involvement for planning and implementation of the activity program;
 - v. Creative activities;
 - vi. Educational activities;
 - vii. Exercise activities;
 - viii. Opportunity for client involvement in religious programs;
 - ix. Client government;
 - x. Activities shall be available on a daily basis;
- c) Contractor shall designate an Activity Coordinator who meets the requirements of CCR Title 9, Section 782.11, and said coordinator shall:
 - i. Develop and implement the activity program under the supervision of the program director;
 - ii. Coordinate the activity schedule with other client services;
 - iii. Post the activity schedule conspicuously in large visible print, for the information of clients and staff;
 - iv. Maintain age appropriate equipment and supplies in sufficient quantity;
 - v. Develop and maintain contacts with community agencies and organizations;
 - vi. Maintain progress notes specific to the leisure and activity needs of the clients, at least quarterly, and more frequently if needed, in the client record;
 - vii. Maintain a current record of the type and frequency of activities provided and the names of clients participating in each activity;
 - viii. Where appropriate, the activity coordinator may recruit, train, and supervise a volunteer program to assist with and augment services of the activity program.

B. County Responsibilities:

- 1) Referral of Clients: County shall document all referrals of clients by completing and submitting to Contractor an Authorization Statement form attached hereto as Exhibit A, and incorporated herein and made by reference a part hereof. County will authorize payment for clients only if initially referred for admission by County.
- 2) County shall provide a Bed Hold Authorization form, attached hereto as Exhibit B, and incorporated herein and made by reference a part hereof, each time a Client is

absent from the Contractor's facility and requires that a bed be kept available for their return.

- 3) Evaluation of Contractor's Performance:
- a) The County shall evaluate Contractor's performance under this Agreement after completion of the Agreement. County shall maintain a copy of any written evaluation in the County contact file.
 - b) The County's determination as to satisfactory work shall be final absent fraud or mistake.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the dates of July 1, 2019 through June 30, 2022, unless terminated pursuant to the provisions contained herein this Agreement under Article XV, "Default, Termination, and Cancellation" or Article XIV, "Fiscal Considerations."

ARTICLE III

Compensation for Services:

- A. Rates: Rates shall be in accordance with Exhibit C, Rate Schedule, attached hereto and incorporated herein and made by reference a part hereof. Notice of rate changes shall be submitted, in writing, to the address noted in Article XVI, "Notice to Parties." Said notice shall be provided at least thirty (30) days in advance of a rate change. Upon County of El Dorado's Health and Human Services Agency's (HHSA) written confirmation of receipt of the rate change, the revised rates shall be incorporated by reference as if fully set forth herein.

Term	Obligation
July 1, 2019 – June 30, 2020	\$ 112,500
July 1, 2020 – June 30, 2021	\$ 112,500
July 1, 2021 – June 30, 2022	\$ 112,500
Maximum Obligation	\$ 337,500

- B. It is expressly understood and agreed between the parties hereto that the County shall make no payment for County Clients and have no obligation to make payment to Contractor unless the services provided by Contractor hereunder received prior written authorization from the HHSA Director, or designee. It is further agreed that County shall make no payments for services unless Contractor has provided County with evidence of insurance as outlined in Article XIX, "Insurance" hereof. County may provide retroactive authorization when special circumstances exist, as determined by the HHSA Director, or designee.
- C. For Clients who receive Supplemental Security Income ("SSI") benefits or have sufficient alternative income, Client/Client's payee may be required to pay a residential share of cost to Contractor. For Clients who do not receive SSI benefits and do not have other income, County may be required to pay the residential share of cost until the Client begins to receive SSI benefits or income from an alternative source. At that time, the responsibility for this additional payment will return to the Client/Client's payee. Should retroactive SSI benefits or other income be received on behalf of Client for any period during which County paid this residential share of cost, County will be reimbursed for

such payments, to the extent funds are available. County may provide retroactive authorization when special circumstances exist, as determined by the HHS Director, or designee.

- D. Bed Holds: Holding a bed while a Client is absent from the facility shall require written pre-authorization by the County Contract Administrator in the form of a Bed Hold Authorization form (Exhibit B). Bed holds shall be paid at the same rate (may be adjusted by Contractor for meals) as if the Client were present at the facility, as established in Exhibit C, Rate Schedule. In the event a bed hold exceeds fourteen (14) days, further authorization requires the approval of the HHS Director or designee.
- E. Other Fiscal Provisions: County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the County's Director of Health and Human Services Agency or Director's designee.

County Short-Doyle/Uninsured clients who may present at Contractor's facility without being referred by County per paragraph, B,1) above and other applicable terms of this Agreement, are expressly excluded from reimbursement by County. County may provide retroactive authorization when special circumstances exist, as determined by the County's Director of the Health and Human Services Agency or Director's designee, based on Contractor's written request.

County will perform eligibility and financial determinations, in accordance with State Department of Mental Health Uniform Method of Determining Ability to Pay, for all clients. (NOTE: Authority Welfare and Institutions Code Sections 5709 and 5710 and Title 9 CCR Section 524.)

- F. Client Billing - Contractor shall not submit a claim to, demand or otherwise collect reimbursement from the client or persons acting on behalf of the client for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold clients liable for debts as follows:
 - 1) In the event that the County becomes insolvent;
 - 2) For costs of covered services for which the State does not pay the County;
 - 3) For costs of covered services for which the State or the County does not pay the Contractor;
 - 4) For costs of covered services provided under this or other contracts not authorized by County;
 - 5) For costs of covered services provided via referral or other arrangement not authorized by County; or
 - 6) For payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a client with an emergency psychiatric condition.
- G. Contractor shall bill any third party payer financially responsible for a client's health care services and, in such cases, County shall not bear any financial responsibility. To the extent that County inadvertently makes payments to Contractor when a responsible third party payer is determined to exist, County shall be entitled to recoup such reimbursement and Contractor shall promptly honor any such reimbursement request from County.

- H. It is expressly understood and agreed between the parties hereto that County shall not authorize payment to Contractor unless Contractor adheres to the terms and conditions of this Agreement. It is further agreed that County shall not authorize payment for services unless Contractor has provided County with evidence of insurance coverage as outlined in Article XIX, "Insurance" of this Agreement. County may provide retroactive authorization when special circumstances exist, as determined by the HHS A Director, or Director's designee.
- I. Invoices/Remittances: Contractor shall submit monthly invoices no later than thirty (30) days following the end of a "service month" except in those instances where Contractor obtains written approval from County's the HHS A Director or Director's designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with Article I, "Scope of Services." Invoices shall be submitted along with supporting documentation including units of service by individual client served, dates of service detail for each client, and facility at which services were provided, for review and authorization.

Invoices/Remittance shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per Article XVI, "Notice to Parties."

Mail invoices to:	Mail remittance to:
Health & Human Services Agency 3057 Briw Road, Suite B Placerville, CA 95667 Attn: Fiscal Unit	Canyon Manor 653 Canyon Road Novato, CA 94947 Attn: Accounts Receivable

For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered, except as set forth in paragraph "Other Fiscal Provisions" and paragraph "Client Billing" herein.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XV, "Default, Termination, and Cancellation."

ARTICLE IV

Maximum Obligation: The maximum contractual obligation under this Agreement shall not exceed \$112,500 during any fiscal year, with a total maximum obligation of \$337,500 for the term of the Agreement. A fiscal year shall be defined as the period commencing July 1st and ending June 30th of the following calendar year.

ARTICLE V

Cost Report: Contractor shall submit an annual Cost Report to County on or before October 31st of each year for the preceding fiscal period of July 1st through June 30th ("fiscal period").

Contractor shall prepare the Cost Report in accordance with the State Department of Health Care Services Cost and Financial Reporting System Local Program Financial Support Instruction Manual, incorporated by reference as if fully set forth herein.

The Cost Report shall be the final financial record of services rendered under this Agreement, for subsequent audits, if any. Such reported costs and allocations shall be supported by source documentation maintained by Contractor and available at any time to Contract Administrator upon reasonable notice.

It is agreed between County and Contractor that the rates stated in this Agreement are intended to approximate the Contractor's actual costs. Should the actual rate as determined in the Cost Report for the fiscal period be less than the rates identified herein, Contractor agrees to reimburse County for all amounts paid in excess of the actual rate. Reimbursement shall be remitted to County no later than December 31st following the fiscal period. Based upon written approval by the HHS Director, this reimbursement may be made via monthly installment payments for up to six (6) months.

ARTICLE VI

Audits, Compliance, and Monitoring:

- A. Contractor shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B. Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within sixty (60) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.
- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D. Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with Article XV, "Default, Termination, and Cancellation."
- E. Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

ARTICLE VII

Record Retention: Contractor and its subcontractors providing services under this Agreement agree to make all of its books and records pertaining to the goods and services furnished under

the terms of this Agreement available for inspection, examination, or copying by authorized County, the Comptroller General of the United States, State of California or Federal agencies, or their duly authorized representatives, at all reasonable times at Contractor's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least ten (10) years and not less than seven (7) years from the close of the County's fiscal year in which the Agreement was in effect, or longer period as may be required by Federal or State of California law, including, but not limited to any record retention laws pertaining to minors, psychiatric health facilities, psychology clinics, psychologists and/or other licensed professionals. If at the end of the applicable retention period, there is litigation or an audit or other investigation involving those books or records, Contractor will retain the books or records until the resolution of such litigation, audit, or investigation. Records shall be maintained on all Clients admitted or accepted for treatment in accordance with CCR Title 22, Section 71551.

ARTICLE VIII

Access to Records/ Audit by California State Auditor: Contractor shall provide access to Federal, State, or County authorities to any books, documents, papers, and records of Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. Contractor further acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audits by the California State Auditor pursuant to Government Code (GC) Section 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain for a period of at least three years or for any longer period required by law after final payment under this specific Agreement, all books, documents, papers, and records necessary to demonstrate performance under the Agreement.

ARTICLE IX

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

ARTICLE X

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 XI

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 XII

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

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

ARTICLE XIII

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 XIV

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 XV

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:** 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 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.

ARTICLE XVI

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, Ste. B
Placerville, CA 95667
ATTN: Contracts Unit

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
2850 Fairlane Ct., Bldg. C, 2nd Floor
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

CANYON MANOR
653 Canyon Road, PO Box 678
Novato, CA 94948
ATTN: Executive Director, or successor

or to such other location as the Contractor directs.

ARTICLE XVII

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 Article XVI, "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 XVIII

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 XIX

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 Workers' Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.

- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1) The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - 2) The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XX

Litigation:

- A. 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.
- B. 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.

ARTICLE XXI

Waivers: A failure of County to enforce strictly a provision of this Agreement shall in no event be considered a waiver of any part of such provision. 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 XXII

Debarment and Suspension: The Contractor shall comply with the provisions of Title 2, CFR Section 180 as implemented by Title 2, CFR Section 376, and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from Federal procurement or non-procurement programs from having a relationship with the Contractor.

Debarment and Suspension Certification: By signing this Agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations and Contractor further certifies to the best of its knowledge and belief that it and its principals or affiliates or any subcontractor utilized under the agreement:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three 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;

- C. 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;
- D. 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;
- E. Shall not knowingly enter in to any lower tier or sub-recipient covered transaction with any person(s) who are proposed for debarment under Federal regulations or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and
- F. Shall include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or sub-recipient covered transactions.
- G. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- H. 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.
- I. The Contractor shall comply with the provisions of Title 2, CFR Section 180 as implemented by Title 2, CFR Section 376, and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from Federal procurement or non-procurement programs from having a relationship with the Contractor.

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

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 Article XV, "Default, Termination and Cancellation."

ARTICLE XXVI

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, the California Family Rights Act (Government Code Section 12945.2), the Unruh Civil Rights Act (California Civil Code, Division I, Part 2, Section 51, et seq), the Ralph Civil Rights Act (California Civil Code, Division I, Part 2, Section 51.7), the California Trafficking Victims Protection Act (California Civil Code, Division I, Part 2, Section 52.5), the Disabled Persons Act (California Civil Code, Division I, Part 2.5), and as applicable, Section 11135 et. seq., of the California Government Code, prohibiting discrimination in all state-funded programs. 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 XXVII

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor 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

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 XXIX

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 XXX

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 XXXI

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 XXXII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Jamie Samboceti, Deputy Director, Health and Human Services Agency, Behavioral Health Division, or successor.

ARTICLE XXXIII

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 XXXIV

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

ARTICLE XXXV

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 XXXVI

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

ARTICLE XXXVII

Special Terms and Conditions: By signing this Agreement, Contractor and any of Contractor's subcontractors providing services under this Agreement, pursuant to Article XII, "Assignment and Delegation," shall comply with these terms and conditions.

Furthermore, by signing this Agreement, in accordance with CCR Title 9, Section 1810.435, Contractor certifies:

- A. Contractor possesses and shall maintain throughout the term of this Agreement, the necessary license to operate pursuant to the terms and conditions herein;
- B. Contractor shall provide appropriate supervision of staff;
- C. Contractor shall have as head of service a licensed mental health professional or mental health rehabilitation specialist as described in CCR Title 9, Sections 622 through 630.
- D. Contractor shall possess appropriate liability insurance;
- E. Contractor shall maintain a safe facility;
- F. Contractor shall store and dispense medications in compliance with all pertinent State and federal standards;
- G. Contractor shall maintain Client records in a manner that meets State and federal standards;
- H. Contractor shall meet the County Quality Management Program standards and requirements, available upon request, and incorporated hereto as if fully set forth herein;
- I. Contractor shall have accounting and fiscal practices that are sufficient to comply with its obligations pursuant to CCR Title 9, Section 1810.105; and
- J. Contractor shall meet any additional requirements established by the County as a part of the credentialing or other evaluation process.

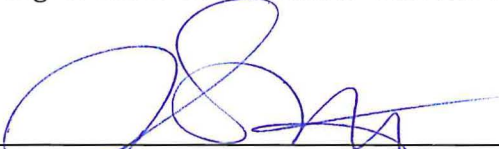
ARTICLE XXXVIII

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

ARTICLE XXXIX

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.

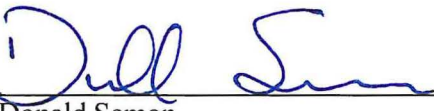
Requesting Contract Administrator Concurrence:

By: 

Jamie Samboceti, Deputy Director
Behavioral Health Division
Health and Human Services Agency

Dated: 5/2/19

Requesting Department Head Concurrence:

By: 

Donald Semon
Director
Health and Human Services Agency

Dated: 5-6-19

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement #3804 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 6-4-19

By: 
Sue Novasel, Chair
Board of Supervisors
"County"

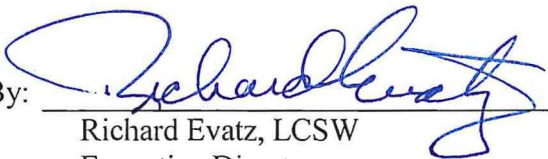
ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 6-4-19

-- CONTRACTOR --

MENTAL HEALTH MANAGEMENT I
DBA CANYON MANOR
A CALIFORNIA CORPORATION

By: 
Richard Evatz, LCSW
Executive Director
"Contractor"

Dated: 5/7/19

lkk

Exhibit A
EL DORADO COUNTY
HEALTH AND HUMAN SERVICES AGENCY
MENTAL HEALTH DIVISION

AUTHORIZATION STATEMENT

Services rendered to the client identified below as requested herein have been authorized by the Health and Human Services Agency Mental Health Division in accordance with the conditions of Agreement for Services 512-S1311.

Date: ___ / ___ / ___

Client: _____ D.O.B: ___ / ___ / ___

Address: _____ City: _____ State: _____ Zip: _____

AUTHORIZED SIGNATURE:

I attest to the fact that I am an employee of the County and as such am duly authorized to execute this document.

Signature: _____ Date: ___ / ___ / ___

Exhibit B

**COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
MENTAL HEALTH DIVISION**

BED HOLD AUTHORIZATION

Resident: _____

Reason for Absence from Facility:

I, _____, authorized representative for County of El Dorado Health and Human Services Agency, Mental Health Division do hereby authorize Contractor to hold the bed of the resident noted above while he/she is away from the facility. Holding the bed is guaranteeing the board and care payment to Contractor for the duration of the client's absence or until notice of discharge.

By: _____ Dated: _____
Authorized Representative

Public Guardian / Payee:

Resident: _____

Reason for Absence from Facility:

I, _____, do hereby authorize Contractor to hold the bed of the resident noted above while he/she is away from the facility. Holding the bed is guaranteeing the board and care payment to Contractor for the duration of the client's absence or until notice of discharge.

By: _____ Dated: _____
Public Guardian / Payee

Exhibit C**MENTAL HEALTH MANAGEMENT I, INC. dba CANYON MANOR**

REIMBURSEMENT RATE

Effective Date	Rate
July 1, 2019 – June 30, 2020	\$328.59 per day