

FUNDING OUT AGREEMENT #6133

Identification and Lease/Procurement of Social Rehabilitation Facility

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 Compassion Pathway Behavioral Health LLC, a California Limited Liability Corporation duly qualified to conduct business in the State of California, whose principal place of business is 5410 White Lotus Way, Elk Grove, CA 95757 (hereinafter referred to as "Subrecipient"). Together both entities shall be referred to hereinafter as the "Parties;"

RECITALS

WHEREAS, County has determined that it is necessary to obtain a contractor to provide residential treatment services at an in-County licensed Social Rehabilitation Facility for adults identified as eligible for Full Service Partnership services, with serious mental illness (hereinafter referred to as "Client" or "Clients") in licensed community care facilities on an "as requested" basis for the Health and Human Services Agency, Behavioral Health Division; and

WHEREAS, Social Rehabilitation Facilities are facilities licensed by the California Department of Social Services (CDSS), Community Care Licensing Division (CCLD,) to provide augmented services beyond living and care services for clients in licensed Community Care Facilities as defined in Section 1502 of the Health and Safety Code; and

WHEREAS, there are no existing Social Rehabilitation Facilities (SRF) in the County of El Dorado; and

WHEREAS, Subrecipient responded to a Request for Proposal (RFP) #21-952-041, wherein Subrecipient represented to County that it is specially licensed, qualified, trained, experienced, expert and competent to provide the special facility described in **Article II, "Scope of Project;"** that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations; and

WHEREAS, County has agreed to contract with Subrecipient to identify and lease/purchase a facility in accordance with all CCLD requirements and County code requirements for the purpose of establishing an SRF in the County (hereinafter referred to as the "Project); and

WHEREAS, County and Subrecipient agree that said facility will be ready to accept Clients by July 1, 2022, at which time an Agreement for Services with Subrecipient will be fully executed to provide SRF services for Clients of the County; 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 such services provided by Subrecipient are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000; and

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

ARTICLE I

Purpose: The purpose of this Project is to establish the responsibilities and expectations between both Parties regarding the start up of a Social Rehabilitation Facility (SRF) on the West Slope of El Dorado County. SRF's are an enhanced Adult Residential Facility (ARF) that offer Medi-Cal certified adult residential treatment services to eligible mental health clients. In-county adult residential facilities allow County mental health Clients to reside in their official county of residence, which eases their transition back into the local community, and liberates the County from being dependent on out-of-county facilities, which typically have long wait times. County has previously contracted with an entity for an in-county ARF, however, there not currently any adult residential services available in El Dorado County. Re-establishing an in-county SRF will provide the necessary foundation for Clients to realize their treatment goals.

ARTICLE II

Scope of Project:

A. Subrecipient Responsibilities:

1. Subrecipient acknowledges that this Agreement is funded in whole or in part with funds from the State of California and the Federal Government.
2. Subrecipient agrees to identify, and lease or procure a fully functional building to serve as a Social Rehabilitation Facility (SRF) located on the West Slope of El Dorado County, for the Health and Human Service Agency's (HHSA) eligible County Clients.
3. Subrecipient agrees that Facility shall be operational as a fully licensed SRF, and available to accept client placements no later than July 1, 2022.
 - a. Facility:
 - i. Facility shall be of sufficient square footage to house at least six (6) clients, with no more than two persons per bedroom, and a minimum of one bathroom per every two clients placed.

- ii. Facility shall be in compliance with all laws, statutes, ordinances, governmental rules, or regulations governing facilities housing individuals who receive services in a SRF.
- iii. Subrecipient's El Dorado County facility shall be a licensed SRF and shall be in compliance with all licensing, certification (including Medi-Cal Site Certification) zoning, and operating requirements for the provision of all residential and supportive services for identified Clients enrolled in Specialty Mental Health Services (SMHS) with the County.
- iv. Medi-Cal Site Certification: The SRF facility resulting from the Project shall meet all requirements for Medi-Cal Site Certification, and shall comply with the provisions of CCR Title 9, Section 1810.435.
- v. Signage, Documents and Media:
 - 1. All required signage shall be displayed in a manner that is easily accessible to all Clients, staff, family members, and visitors in all Subrecipient service location providing SMHS.
 - 2. Posting of Signs and Availability of Forms/Documents/Audio Media shall be in compliance with Short Doyle/Medi-Cal (SD/MC) "Provider Re/Certification Protocol" requirements available at <https://www.dhcs.ca.gov/formsandpubs/Pages/MH-Letters-Archive2010.aspx>.
- vi. Subrecipient shall provide all required furniture, equipment and supplies.
- vii. Subrecipient agrees to maintain Americans with Disabilities Act (ADA) compliance in a clean, comfortable, functional, and non-institutional setting, compliant with State SRF regulations. The facility shall allow for single or double occupancy bedrooms (but no more than two Clients per bedroom), common rooms, including a living room, dining room, den or other recreation/activity room, which provide the necessary space and/or separation to promote and facilitate the program of planned activities and to prevent such activities from interfering with other functions, and an appropriate number of bathrooms based on the maximum occupancy. At least one room must be available to Clients for relaxation and visitation with friends and/or relatives. There must also be outdoor activity space that is easily accessible to Clients, protected from traffic, has a shaded area, and has comfortable outdoor furniture for use.
- viii. Facilities housing more than six (6) Clients are required to have an Individual Response System (IRS) enabling Clients to summon for assistance at any time.

B. County Responsibilities: County shall reimburse Subrecipient for the start-up costs for the El Dorado County SRF in accordance with **Article IV, "Reimbursement for Start-Up Costs."**

ARTICLE III

Term: This Agreement shall become effective upon final execution by all parties hereto and shall continue through June 30, 2022, or until the final statement of funds report has been accepted by the County unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled, "Termination, Default, and Cancellation" or "Fiscal Considerations."

ARTICLE IV

Reimbursement for Start-Up Costs: Subrecipient shall adhere to the following budget:

Social Rehabilitation Facility Start-Up Budget	
Personnel Costs	is based on a 6-month compensation for a Certified Administrator who will be responsible for recruitment and a Program Director who will work with the Administrator and the County staff to obtain Medi-Cal certification for the SRF program certification.
Not-to-Exceed \$50,000.00	Building Subrecipient and Building Consultant Costs are estimated for three (3) months at the rate \$50/hour for a consultant and a contractor.
Not-to-Exceed \$55,000.00	El Dorado County SRF Start-Up Facility Costs is limited to the cost of developing a facility sufficient to include at least six (6) client beds, with no more than two (2) beds per bedroom. The actual costs may vary according to changes in the California housing market.
Not-to-Exceed \$25,000.00	TOTAL Not-to-Exceed Start-Up Costs: \$130,000.00

- A. **Start-Up Costs Reimbursement Schedule:** Upon final execution of this Agreement, County shall advance to Subrecipient \$130,000.00 for the SRF start-up costs.
- B. **Reconciliation of Start-Up Costs:**
 - 1. Within fifteen (15) days following completion of the start-up period (June 30, 2022), Subrecipient shall submit detailed staffing and expenditure reports which includes line item expenditures. Staffing expenditures shall reflect the staff name, position, and number of hours worked/paid attributable to the start-up activities.
 - 2. Within thirty (30) days of receipt and approval of all staffing and expenditure reports, County shall reconcile start-up costs paid with actual start-up costs. In the event actual costs are less than start-up cost advance, Subrecipient shall reimburse County as indicated in the reconciliation within thirty (30) days after the reconciliation is accepted by both parties.
- C. **Allowable Start-Up Costs may include:**
 - 1. Costs for securing a facility site such as: required licensing orientations, SRF permit and licensing fees, facility lease/rent deposits, insurance deposit, fire safety clearance, inspection fees, and other such related costs;
 - 2. Office equipment required for the facility operations;
 - 3. Home furnishings for up to the intended six (6) County Clients (residents);
 - 4. Rent for the facility until the SRF is operational;
 - 5. Necessary staffing to facilitate the development of the SRF; and
 - 6. Consultation with Professionals in the field or Contractors required to update the facility.
- D. **Non-Allowable Start-Up Costs that will not be funded include:**
 - 1. New construction;
 - 2. General Program development costs; and
 - 3. Staff development and training.

ARTICLE V

Maximum Contractual Obligation: The maximum contractual obligation for the term of this Agreement shall be \$130,000.00 for services provided during the term of this Agreement.

ARTICLE VI

Failure to Complete Project:

A. Recoupment of Start-Up Costs:

1. Subrecipient's SRF shall provide six (6) beds for occupancy on the West Slope of El Dorado by July 1, 2022. If Subrecipient cannot provide six (6) beds for occupancy by July 1, 2022, County reserves the right to terminate this Agreement #6133, or approve a continuation of the start-up time period:
 - a. In accordance with the Article titled "Default, Termination or Cancellation" County will provide notification of Default, and work with Subrecipient to cure the default.
 - b. Failure to cure default in accordance with Article titled "Default, Termination or Cancellation" will result in notice in writing to the address noted in the Article titled "Notice to Parties" that Subrecipient shall repay County a portion of the start-up costs.
 - i. Subrecipient shall submit to County documentation supporting its expenses up to the date of termination, within fifteen (15) days of the termination date.
 - ii. Subrecipient shall reimburse County pre-paid start-up costs (\$130,000) minus Subrecipient's costs up to the date of termination within thirty (30) days after County's receipt of Subrecipients start-up documentation.

B. Penalty for Failure to Complete Project:

1. If Subrecipient terminates the Agreement prior to the term date of the Agreement, Subrecipient shall repay County 100% of the pre-paid start-up costs plus 10%, which equals a total of \$143,000. Repayment shall be received by County within fifteen (15) days of the date Subrecipient terminates the Agreement.

ARTICLE VII

Reports and Documentation: All reports and documentation supporting start-up costs shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p>BHinvoice@edcgov.us Please include in the subject line: "Contract #, Project Description"</p>	<p>County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

ARTICLE VIII

Audits, Compliance, and Monitoring:

- A. Subrecipient 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. Subrecipients 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 Subrecipient 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 Subrecipient 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 Subrecipient shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with the Article titled, "Termination, Default, 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 IX

Local Sourcing: Subrecipient shall make every reasonable effort to secure and/or purchase materials, supplies and labor from local businesses and the local labor pool. For purposes of this Agreement, a local business is one that maintains a current business license from the Treasurer/Tax Collector of El Dorado County.

ARTICLE X

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

ARTICLE XI

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

ARTICLE XII

Reports Required: Subrecipient shall keep and maintain all necessary records sufficient to properly and accurately reflect all costs claimed to have been incurred in accordance with this Agreement in order for County to properly audit all expenditures. County shall have access, at all reasonable times, to the records for the purpose of inspection, audit, and copying, as well as access for a site visit to inventory the purchased items.

Upon request by County, Subrecipient shall make available copies of any procurement system guidelines, invoices, bids, and other information that was used in the purchase of said items.

ARTICLE XIII

No Joint Venture: This Agreement shall not create a joint venture, partnership, or any other relationship of association between County and Subrecipient.

ARTICLE XIV

No Grant of Agency: Except as the parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement, to bind the other party to any obligation whatsoever.

ARTICLE XV

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

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the project, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Subrecipient performs the work or services for accomplishing the results.

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

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

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

ARTICLE XVI

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 XVII

Audit by California State Auditor:

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

ARTICLE XVIII

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. Reference to Agreement # 6133 shall be included in all notices. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE B
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT
HHSA-Contracts@edcgov.us

With a copy to:

COUNTY OF EL DORADO
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: PURCHASING AGENT

or to such other location as the County directs.

Notices to Subrecipient shall be addressed as follows:

COMPASSION PATHWAY BEHAVIORAL HEALTH
5410 White Lotus Way
Elk Grove, CA 95757
iezeani@stracare.com

or to such other location as the Subrecipient directs.

ARTICLE XIX

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

ARTICLE XX

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

ARTICLE XXI

Termination, Default, and Cancellation:

A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:

1. The alleged default and the applicable Agreement provision.
2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the

party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
2. A representation or warranty made by Subrecipient in this Agreement proves to have been false or misleading in any respect.
3. Subrecipient fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
4. A violation of the Article titled, "Conflict of Interest."

B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Subrecipient.

C. Ceasing Performance: County may terminate this Agreement immediately in the event Subrecipient ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Subrecipient 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. If Subrecipient terminates the Agreement prior to the term date of the Agreement, Subrecipient shall repay County a portion of the start-up costs in accordance with the methodology described herein above under the Article titled "Failure to Complete Project."

ARTICLE XXII

Indemnity: To the fullest extent permitted by law, Subrecipient shall defend, indemnify, and hold the County and State 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 Subrecipient's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Subrecipient, subcontractors(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 Subrecipient to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XXIII

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 XXIV

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

- A. Full Workers' Compensation and Employer's Liability Insurance covering all employees of Subrecipient 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, to be provided prior to commencement of facility operations.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Subrecipient in the performance of the Agreement.
- D. Since this Agreement 6133 is strictly to provide funding for the identification and lease/procurement of a facility, no professional services will be performed prior to the termination/expiration of said agreement. Any future operational agreements that include services requiring professional liability will include standard County professional liability requirements.
- E. Subrecipient 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. Subrecipient 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, Subrecipient 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 Subrecipient agrees that no work or services shall be performed prior to the giving of such approval. In the event the Subrecipient 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 Subrecipient'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 Subrecipient'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 Subrecipient 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. Subrecipient's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Subrecipient cannot provide an occurrence policy, Subrecipient 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 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. Subrecipient 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 Subrecipient relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article titled, "Termination, Default, Cancellation."

ARTICLE XXVI

Nondiscrimination:

- A. County may require Subrecipient's services on projects involving funding from various state and/or federal agencies, and as a consequence, Subrecipient shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Subrecipient 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; Subrecipient 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. Subrecipient and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Subrecipient shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Subrecipient'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 11102.
- D. Subrecipient shall comply with **Exhibit A**, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Subrecipient shall acknowledge compliance by signing and returning **Exhibit A** upon request by County.

ARTICLE XXVII

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

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

ARTICLE XXIX

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 XXX

Assignment: This Agreement is not assignable by Subrecipient in whole or in part without the express written consent of County.

ARTICLE XXXI

Compliance with Laws, Rules and Regulations: Subrecipient shall, at all times while this Agreement is in effect, comply with all applicable laws, ordinances, policies, statutes, rules, and regulations governing its conduct, including the licensing of Social Rehabilitation Facilities in accordance with California Department of Social Services, Community Care Licensing Division, and all applicable state and/or federal conflict of interest laws.

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

ARTICLE XXXIII

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

ARTICLE XXXIV

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 XXXV

Additional Terms and Conditions:

- A. **Air or Water Pollution Requirements:** Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions:
 - 1) Government contractors agree to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 United States Code [USC] 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
 - 2) Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 USC 7401 et seq.), as amended.
 - 3) Air or Water Pollution Violation: Under the State laws, the Contractor shall not *be*:
 - (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- B. **Americans With Disabilities Act:** Contractor agrees to ensure that services provided and deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 USC Section 794(d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the CFR. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California GC Section 11135 codifies Section 508 of the Act requiring accessibility of electronic and information technology.
- C. **Conflict Resolution:** Should a dispute arise between the Contractor and the County relating to services provided under this Agreement:
 - 1) County Contract Administrator and Contractor shall first informally discuss the problem. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the HHSA Assistant Director for Behavioral Health. The Assistant Director shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Assistant Director shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Assistant Director's decision, the Contractor may appeal to the final level.
 - 2) When appealing to the final level, the Contractor must prepare an appeal indicating the reasons for disagreement with Assistant Director's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Assistant Director's decision. The appeal shall be addressed to the HHSA Director within ten (10) working days from receipt of the Assistant Director's decision. The HHSA Director, or his/her

designee, shall meet with the Contractor to review the issues raised. A written decision signed by the HHSA Director shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- 3) Unless otherwise stipulated in writing by County, all dispute, grievance and/or appeal correspondence shall be directed to the Contract Administrator.
- 4) Contractor shall continue with the responsibilities under this Agreement during any dispute.

D. **Covenant Against Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

- 1) Contractor shall comply with the provisions of the County's current Cultural Competence Plan.

E. **Drug-Free Workplace Requirements:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- 2) Establish a Drug-Free Awareness Program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The person's or organization's policy of maintaining a drug-free workplace;
 - c) Any available counseling, rehabilitation and employee assistance programs; and,
 - d) Penalties that may be imposed upon employees for drug abuse violations.
- 3) Every employee who provides services under the terms of this Agreement will:
 - a) Receive a copy of Contractor's drug-free workplace policy statement; and,
 - b) Agree to abide by the terms of the Contractor's statement as a condition of employment under the terms of the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement in accordance with the Article titled "Default, Termination, or Cancellation" or both, and Contractor may be ineligible for award of any future County agreements if the County determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC Section 8350 et seq.)

F. **Equal Opportunity Requirements:**

- 1) Federal:
 - a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex,

national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 USC 4212). Such notices shall State the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

- b) The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 USC 4212) and of the FEO No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The Contractor will furnish all information and reports required by FEO No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of

investigation to ascertain compliance with such rules, regulations, and orders.

- f) In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with the Article titled, "Default, Termination, and Cancellation," and the Contractor may be declared ineligible for further federal and State contracts in accordance with procedures authorized in FEO No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in FEO No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The Contractor will include the provisions of Paragraphs 1 through 5 herein above in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to FEO No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 USC 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2) State:

- a) The Contractor will comply with the California Fair Employment and Housing Act, Title 2, Division 3, Part 2.8, Chapter 6, Sections 12940 through 12952, and the California Labor Code.

G. Miscellaneous Provisions:

- 1) Survival: The respective rights and obligations of the Contractor under herein this Agreement shall survive the termination or expiration of this Agreement.
- 2) Fulfillment of Obligation: No covenant, condition, duty, obligation, or undertaking continued or made a part of this Agreement shall be waived except by written agreement of the parties hereto, and forbearance or indulgence in any other form or manner by either party in regard whatsoever will not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply. Until performance or

satisfaction of all covenants, conditions, duties, obligations, and undertakings is complete, the other party shall have the right to invoke any remedy available under this contract, or under law, notwithstanding such forbearance or indulgence.

3) Signatures: This Agreement is of no force and effect until signed by both of the parties hereto. The Contractor shall not commence performance prior to the beginning of this Agreement or upon final approval.

H. **Officials Not to Benefit:** No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

I. **Prohibited Use of State Funds for Software:** Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

ARTICLE XXXVI

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 XXXVII

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: *Amy D. Haynes* Dated: 12/01/2021
Amy Haynes, Psy. D.,
Deputy Director
Behavioral Health Division
Health and Human Services Agency

Requesting Department Head Concurrence:

By: *DS* Dated: 12/01/2021
Don Semon (Dec 1, 2021 14:23 PST)
Donald Semon
Director
Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this Agreement #6133 on the dates indicated below.

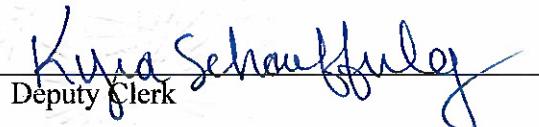
-- COUNTY OF EL DORADO --

Dated: 12/14/21

By: 
John Hidahl, Chair
Board of Supervisors
"County"

ATTEST:

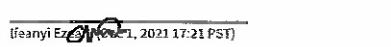
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 12/14/21

-- SUBRECIPIENT --

COMPASSION PATHWAY BEHAVIORAL HEALTH
A LIMITED LIABILITY CORPORATION

By: 
Ifeanyi Ezeani
Chief Executive Officer
"Subrecipient"

Dated: 12/01/2021

(LKK)

EXHIBIT A
VENDOR ASSURANCE OF COMPLIANCE WITH
THE COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: Compassion Pathway Behavioral Health LLC

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

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

12/01/2021

Ifenayi Esoma, 1, 2021 17:21 PST

Signature

Date

5410 White Lotus Way, El Grove, CA 95757

Address of vendor/recipient

(08/13/01)