

**Memorandum of Understanding between
Sacramento County Department of Health & Services and
County of El Dorado**

THIS Memorandum of Understanding (MOU) is made and entered into as of this 3rd day of September, 2014, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and COUNTY OF EL DORADO, a Political Subdivision of the State of California, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY, as the Chief Elected Official of the Sacramento Transitional Grant Area (TGA), facilitates the development and support of the HIV Health Services Planning Council; and

WHEREAS, CONTRACTOR desires to participate as an active member of the HIV Health Services Planning Council; and

WHEREAS, the Sacramento County Board of Supervisors approved Board Resolution Number 2014-0125 on February 25, 2014 authorizing the Department of Health and Human Services to enter into an agreement with CONTRACTOR, and

WHEREAS, pursuant to the resolution cited as providing authority to execute this Agreement, the Department has amendment authority for non-monetary changes, and to terminate or assign this Agreement; and

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this MOU on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type, and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

The term of this MOU shall commence upon the date first written above and shall be continuous until terminated by either party.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this MOU shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

TO CONTRACTOR

DIRECTOR
Department of Health & Human Services
7001-A East Parkway, Suite 1000
Sacramento, CA 95823-2501

County of El Dorado
3057 Briw Road, Suite A
Placerville, CA 95667

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable federal, state, and county laws, regulations, and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This MOU shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this MOU shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this MOU and constitutes grounds for the termination of this MOU by COUNTY.
- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this MOU in accordance with the industry and/or professional standards applicable to CONTRACTOR's services. COUNTY may evaluate CONTRACTOR's performance of the scope of services provided in Exhibit A in accordance with performance outcomes determined by COUNTY. CONTRACTOR shall maintain such records concerning performance outcomes as required by COUNTY and provide the records to COUNTY upon request.

VIII. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this MOU; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this MOU.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this MOU, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of County, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by workers' compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life, and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this MOU.

IX. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR's name, address, telephone number, social security number or tax identification number, and whether dependent health insurance coverage is available to CONTRACTOR.

X. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XI. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this MOU.

XII. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this MOU are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote, or deter union organization by employees performing work under this MOU and shall comply with the provisions of Government Code Sections 16645 through 16649.
- C. If services under this Agreement are funded in whole or in part with Federal funds no funds may be used to support or defeat legislation pending before Congress or any state legislature. CONTRACTOR further agrees to comply with all requirements of the Hatch Act (Title 5 USC, Sections 1501-1508).

XIII. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS, AND FACILITIES

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this MOU, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records, post required notices and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this MOU.

XIV. INDEMNIFICATION

- A. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional acts or omissions of CONTRACTOR's officers, directors, agents, employees, or subcontractors.
- B. COUNTY shall defend, indemnify, and hold harmless, CONTRACTOR, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional acts or omissions of COUNTY's Board of Supervisors, officers, directors, agents, employees, or volunteers.
- C. It is the intention of COUNTY and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors, and CONTRACTOR's subcontractors. It is also the intention of COUNTY and CONTRACTOR that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors, and CONTRACTOR's subcontractors.

XV. INSURANCE

Each party, at its sole cost and expense, shall carry insurance -or self-insure- its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

XVI. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this MOU, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this MOU.

XVII. LEGAL TRAINING INFORMATION

If under this MOU, CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XVIII. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this MOU. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this MOU. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This MOU is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XIX. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this MOU shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder. No interpretation of

any provision of this MOU shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XX. SUCCESSORS

This MOU shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXI. INTERPRETATION

This MOU shall be deemed to have been prepared equally by both of the parties, and the MOU and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXII. DIRECTOR

As used in this MOU, "DIRECTOR" shall mean the Director of the Department of Health and Human Services, or his/her designee.

XXIII. DISPUTES

In the event of any dispute arising out of or relating to this MOU, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this MOU unless the MOU is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXIV. TERMINATION

- A. Either party may terminate this MOU without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this MOU for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this MOU in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this MOU immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this MOU or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this MOU are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this MOU or any portion thereof; or 4) if funds that were previously appropriated for this MOU are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.
- D. If this MOU is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the MOU as the services actually performed bear to the total services of CONTRACTOR covered by this MOU, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the MOU total based on the portion of the MOU term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this MOU after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

XXV. REPORTS

CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

XXVI. PRIOR MOUS

This MOU constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this MOU. Any prior MOUs, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this MOU are hereby terminated effective immediately upon full execution of this MOU.

XXVII. SEVERABILITY

If any term or condition of this MOU or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this MOU are declared severable.

XXVIII. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXIX. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this MOU are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this MOU or any extension thereof. Further, the terms, conditions, and warranties contained in this MOU that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this MOU shall so survive.

XXX. DUPLICATE COUNTERPARTS

This MOU may be executed in duplicate counterparts. The MOU shall be deemed executed when it has been signed by both parties.

XXXI. AUTHORITY TO EXECUTE

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU for or on behalf of the parties to this MOU. Each party represents and warrants to the other that the execution and delivery of the MOU and the performance of such party's obligations hereunder have been duly authorized.

XXXII. DRUG FREE WORKPLACE

If the contract is funded in whole or in part with State funds the CONTRACTOR shall comply, and require that its Subcontractors comply, with Government Code Section 8355. By executing this contract Contractor certifies that it will provide a drug free workplace pursuant to Government Code Section 8355.


XXXIII. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A, B, C and D attached hereto are part of this MOU and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

COUNTY OF EL DORADO, a political subdivision of the State of California

By 
Sherri Z. Heller, Ed.D., Director, Department of Health and Human Services. Approval delegated pursuant to Sacramento County Code Section 2.61.012 (h)

By 
Don Ashton, MPA,
Director, HHSA

Date: 9-3-14

Date: 7/13/2014

By 
Norma Santiago, Chair
Board of Supervisors
"County"

Date: 8/12/14

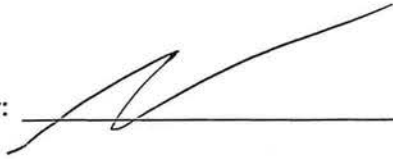
ATTEST:

James S. Mitrising
Clerk of the Board of Supervisors

By 
Deputy Clerk

Date: 8/12/14

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By:  _____ Date: 5-21-14 _____

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
COUNTY OF EL DORADO,
hereinafter referred to as "CONTRACTOR"**

**MOU FOR COORDINATION OF SERVICE DELIVERY TO HIV/AIDS
AFFLICTED POPULATIONS IN EL DORADO COUNTY**

I. CONTRACTOR REPRESENTATIVE

Name and Title: Michael Ungeheuer, Public Health Nursing Director
Organization: El Dorado County Public Health Department
Street Address: 941 Spring Street, Suite 3
City and Zip Codes: Placerville, CA 95667

County of El Dorado Administrator: The County of El Dorado Officer or employee with responsibility for administering this Agreement on its behalf is Michael Ungeheuer, RN, MN, PHN, Public Health Nursing Director, or successor.

II. COUNTY REPRESENTATIVE

Name and Title: Senior Health Program Coordinator (Adrienne Rogers)
Organization: Department of Health & Human Services
Division of Public Health
Ryan White CARE Program
Street Address: 7001-A East Parkway, Suite 600
City and Zip Code: Sacramento, CA 95823

III. GENERAL NATURE OF RELATIONSHIP

The general nature of the relationship between CONTRACTOR and COUNTY shall be as follows:

- A. COUNTY's Director has been appointed the designee for the Chief Elected Official of the Sacramento Transitional Grant Area (TGA).
- B. COUNTY ensures CONTRACTOR's continued inclusion in the on-going planning, assessment, and evaluation of the HIV/AIDS Continuum of Care.
- C. CONTRACTOR's designated representative shall continue to serve on the Sacramento TGA HIV Health Services Planning Council (Planning Council) as a voting member.
- D. As a voting member of the Planning Council, CONTRACTOR's designated representative shall participate in Planning Council activities to determine the size and demographics of the population of individuals with HIV/AIDS and the size and demographics of the estimated population of individuals with HIV/AIDS who are unaware of their HIV status, determine the needs of such populations, and assist with the development of a comprehensive plan for the organization and delivery of health and support services to such populations.

IV. RESPONSIBILITIES SPECIFIC TO CONTRACTOR

CONTRACTOR shall:

- A. Designate a representative to actively participate as a member of the Planning Council as required by HRSA and the California Department of Public Health, Office of AIDS for the purpose of Sacramento TGA program design, planning, policy development, service coordination, and evaluation.

- B. Facilitate ongoing planning, implementation, and evaluation of service delivery systems at the County level specific to the HIV/AIDS afflicted population in the County of El Dorado utilizing various quality management methods to include but not be limited to service delivery, data analysis, case review, point of service quality assurance assessment, peer review, capacity, and utilization review.
- C. Provide technical public health consultation in relation to preventive health best practice, infectious disease treatment, guidance and education, community assessment activities, and community level intervention strategies.
- D. Maintain and facilitate appropriate referral relationships with entities considered key points of access to the healthcare system for the purpose of facilitating Early Intervention Services for individuals diagnosed as being HIV positive.
- E. Facilitate and coordinate inter/intra agency collaboration for the integration of HIV prevention services throughout the Sacramento TGA in relation to evaluating existing resources, needs, gaps, and prevalence of the impacted population for the purpose of enhancing access to and effectiveness of prevention care to reduce both the burden of new disease and discontinuity of existing disease management.
- F. Facilitate a program of outreach services to inform low-income individuals with HIV disease about the availability of Ryan White services available to them in El Dorado County.

V. **RESPONSIBILITIES SPECIFIC TO COUNTY**

COUNTY shall:

- A. Establish and maintain procedures to ensure that Ryan White services are provided to HIV positive residents of El Dorado County by appropriate entities as funding will allow.
- B. Maintain and facilitate appropriate referral relationships with entities considered key points of access to the healthcare system in El Dorado County for the purpose of facilitating Early Intervention Services for individuals diagnosed as being HIV positive.
- C. Maintain a mechanism to allocate funds and a Planning Council that comports with section 2602(b) of the Ryan White HIV/AIDS Treatment Extension Act of 2009.
- D. Expend Ryan White funds in accordance to priorities established by the Planning Council and for core medical services, support services, quality management, and administrative expenses.
- E. Ensure the inclusion of a designated El Dorado County representative as an active voting member of the Planning Council.
- F. Provide a program of outreach services to low-income individuals with HIV disease to inform them of services available in El Dorado County.

**EXHIBIT B to MOU
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY",
and COUNTY OF EL DORADO,
hereinafter referred to as "CONTRACTOR"**

INSURANCE REQUIREMENTS FOR CONTRACTORS

Each party, at its sole cost and expense, shall carry insurance -or self-insure- its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

**EXHIBIT C to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
COUNTY OF EL DORADO,
hereinafter referred to as "CONTRACTOR"**

BUDGET REQUIREMENTS

There is no monetary compensation under the terms of this Agreement.

EXHIBIT D to MOU
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
COUNTY OF EL DORADO,
hereinafter referred to as "CONTRACTOR"

ADDITIONAL PROVISIONS

I. LICENSING, CERTIFICATION AND PERMITS

- A. CONTRACTOR agrees to furnish professional personnel in accordance with all Federal, State, County and local regulations, laws, and ordinances, including all amendments thereto, issued by the State of California or COUNTY. CONTRACTOR shall operate continuously throughout the term of this MOU with at least the minimum of staff required by law for provision of services hereunder, and such personnel shall be qualified in accordance with all applicable laws and regulations.
- B. CONTRACTOR shall make available to COUNTY, on request of DIRECTOR, a list of the persons who will provide services under this MOU. The list shall state the name, title, professional degree, licensure, and certification, and work experience of such persons.

II. OPERATION AND ADMINISTRATION

- A. Unless expressly identified in the budget set forth in Exhibit "C" CONTRACTOR agrees to furnish at no additional expense to COUNTY all space, facilities, equipment, and supplies necessary for its proper operation and maintenance.
- B. CONTRACTOR, if incorporated, shall operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by CONTRACTOR and made available for review or inspection by DIRECTOR at reasonable times during normal business hours.
- C. CONTRACTOR shall forward to DIRECTOR all copies of its notices of meetings, minutes and public information, which are material to the performance of this MOU.

III. CONFIDENTIALITY

- A. CONTRACTOR is subject to, and agrees to comply and require his or her employees to comply with the provisions of Sections 827, 5328, 10850 and 17006 of the Welfare and Institutions Code, Division 19-000 of the State of California Department of Social Services Manual of Policies and Procedures, Code of Federal Regulations Title 45, Section 205.50, and all other applicable laws and regulations to assure that:
 - 1. All applications and records concerning an individual made or kept by CONTRACTOR, COUNTY, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this MOU shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.
 - 2. No person will publish or disclose, or use or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient of services. Applicant and recipient records and information shall not be disclosed by CONTRACTOR to third parties without COUNTY's consent or the consent of the applicant/recipient.
- B. CONTRACTOR agrees to inform all of his/her employees, agents, subcontractors and partners of the above provision and that knowing and intentional violation of the provisions of said State law is a misdemeanor.

IV. QUALITY ASSURANCE AND PROGRAM REVIEW

CONTRACTOR shall maintain adequate client records on each individual client, if applicable, which shall include face-to-face service plans, record of client interviews, case notes, and records of services provided by CONTRACTOR's various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services for a minimum four years. Such records must comply with all appropriate Federal, State, and COUNTY record maintenance requirements.

V. REPORTS

- A. CONTRACTOR shall, on a monthly basis, provide to COUNTY reports on the units of service performed.
- B. CONTRACTOR shall, without additional compensation therefore, make further fiscal, program evaluation, and progress reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

VI. EQUIPMENT OWNERSHIP

COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR under this MOU. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this MOU together with the bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging or inventory. CONTRACTOR shall deliver all equipment to COUNTY upon termination of this MOU.