

# ORIGINAL

Agreement for Services 011-S1711

## **AGREEMENT FOR SERVICES #011-S1711 Mental Health Rehabilitation Center Services**

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Mental Health Management I, Inc., a California Corporation duly qualified to conduct business in the State of California, doing business as Canyon Manor, whose principal place of business is 653 Canyon Road, Novato, CA 94948 (hereinafter referred to as "Contractor"), and whose Agent for Service of Process is Gregory A. Goodyear, 6700 E. Pacific Coast Highway, #255, Long Beach, CA 90803.

### **RECITALS**

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

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

**WHEREAS**, County has a need for said services on an "as requested" basis, for the Health and Human Services Agency Mental Health Division; and

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

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

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

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

## ARTICLE I

### Scope of Services:

#### A. Contractor Responsibilities:

1. Clients served under this Agreement must be age eighteen (18) years or older, and eligible for mental health services in conformance with all applicable Federal and State statutes.
2. Contractor's on-duty physician must approve referrals for admission to Contractor's facility. Contractor shall not be required to accept referrals if it is determined that there is insufficient bed capacity.
3. Contractor shall not be required to accept referrals for treatment of individuals housed or held in any prison, correctional facility or any other type of penal institutions. Contractor reserves the right to deny any referral at the sole discretion of the on-duty physician or clinical director.
4. Rehabilitation Program Services: All services shall be in accordance with Title 9, California Code of Regulations ("CCR") §786.10
  - a. The program shall include services designed to assist persons considered seriously disabled due to a mental illness to develop skills to become self-sufficient and capable of increasing levels of independent functioning in the community. The services in this program shall include, but not be limited to, clinical treatment which includes psychiatric and psychological services, learning disability assessment and educational services, pre-vocational and vocational counseling, development of independent living skills, self-help and social skills, and community outreach to develop linkages with other support and service systems, including family members.
  - b. All services shall be client centered, in recognition of varying individual goals, diverse needs, concerns, strengths, motivations, and disabilities.
  - c. The program shall emphasize the participation of clients in all aspects of the program including, but not limited to, individual treatment/service planning, program design and evaluation.
5. Structured day and evening services shall consist of, at a minimum, an average of fourteen (14) specific rehabilitation service hours and seven (7) activity program hours per week for each client, and shall be available seven (7) days a week. Services shall include, but not be limited to:
  - a. Individual and group counseling or therapy;
  - b. Crisis intervention;
  - c. Pre-vocational or vocational counseling;
  - d. Provision of educational services and remediation;
  - e. Client advocacy, including assisting clients to develop their own advocacy skills;
  - f. Independent living skills;
  - g. Money management;
  - h. Self-control and symptom management;
  - i. Sex education;
  - j. Self-medication education;
  - k. Personal grooming and hygiene; and
  - l. An activity program that encourages socialization within the program and general community, and that assists linking the client to resources that are available after leaving the program.

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

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to the fullest extent, and to enable the client to maintain the highest attainable social, physical, and mental functioning.

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

B. County Responsibilities:

- 1. Referral of Clients: County shall document all referrals of clients by completing and submitting to Contractor a Referral attached hereto as Exhibit A. County will authorize payment for clients only if initially referred for admission by County.
- 2. County shall provide a Bed Hold Authorization form, attached hereto as Exhibit B, and incorporated by reference herein, each time a Client is absent from the Contractor's facility and requires that a bed be kept available for their return.
- 3. Evaluation of Contractor's Performance
  - a. The County shall evaluate Contractor's performance under this Agreement after completion of the Agreement. County shall maintain a copy of any written evaluation in the County contract file.

- b. The County's determination as to satisfactory work shall be final absent fraud or mistake.

## ARTICLE II

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period July 1, 2016 through June 30, 2019, pursuant to the provisions under the Articles titled "Fiscal Considerations" and "Default, Termination and Cancellation" herein.

## ARTICLE III

### Compensation for Services:

- A. Rates: As per Section 5912 of the Welfare and Institutions Code amended by Assembly Bill 1054(a), as long as contracts require institutions for mental disease to continue to be licensed and certified as skilled nursing facilities by the State Department of Mental Health, they shall be reimbursed for basic services at the rate established by the State Department of Health Care Services. Rates will be effective annually, on July 1, at the percentage increase established by the State Department of Health Care Services. Notice of rate changes shall be submitted, in writing, to the address noted in the Article titled, "Notice to Parties." Said notice shall be provided at least thirty (30) days in advance of a rate change. Upon County of El Dorado's Health and Human Services Agency's written confirmation of receipt of the rate change, the revised rates shall be incorporated by reference as if fully set forth herein.

| Term                         | Compensation |
|------------------------------|--------------|
| July 1, 2016 – June 30, 2017 | \$ 112,500.  |
| July 1, 2017 – June 30, 2018 | \$ 112,500.  |
| July 1, 2018 – June 30, 2019 | \$ 112,500.  |
| Maximum Compensation         | \$ 337,500.  |

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

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or other income be received on behalf of Client for any period during which County paid this residential share of cost, County will be reimbursed for such payments, to the extent funds are available. County may provide retroactive authorization when special circumstances exist, as determined by the Health and Human Services Agency Director, or designee.

- D. Bed Holds: Holding a bed while a Client is absent from the facility shall require written pre-authorization by the County Contract Administrator in the form of a Bed Hold Authorization form (Exhibit A). Bed holds shall be paid at the same rate (may be adjusted by Contractor for meals) as if the Client were present at the facility, as established in Exhibit B, "Rate Schedule." In the event a bed hold exceeds fourteen (14) days, further authorization requires the approval of the HHSA Director or designee.
- E. Contractor shall bill any third party payer financially responsible for a client's health care services and, in such cases; County shall not bear any financial responsibility. To the extent that County inadvertently makes payments to Contractor when a responsible third party payer is determined to exist, County shall be entitled to recoup such reimbursement and Contractor shall promptly honor any such reimbursement request from County.
- F. It is expressly understood and agreed between the parties hereto that County shall not authorize payment to Contractor unless Contractor adheres to the terms and conditions of this Agreement. It is further agreed that County shall not authorize payment for services unless Contractor has provided County with evidence of insurance coverage as outlined in the Article titled "Insurance" of this Agreement. County may provide retroactive authorization when special circumstances exist, as determined by the County's Director of the Health and Human Services Agency, or Director's designee.
- G. Invoices/Remittances: Contractor shall submit monthly invoices no later than thirty (30) days following the end of a "service month" except in those instances where Contractor obtains written approval from County's Director of the Health and Human Services Agency or Director's designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with the Article titled "Scope of Services." Invoices shall be submitted along with supporting documentation including units of service by individual client served, dates of service detail for each client, and facility at which services were provided, for review and authorization.

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

| Mail invoices to:  | Mail remittance to:  |
|--|--|
| Health & Human Services Agency –<br>Health Services Finance Unit<br>3057 Briw Road, Suite B<br>Placerville, CA 95667 | Canyon Manor<br>653 Canyon Road<br>Novato, CA 94947<br>Attn: Accounts Receivable |

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

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

#### ARTICLE IV

**Maximum Obligation:** The maximum contractual obligation of the County under this Agreement shall not exceed \$337,500 for all of the stated services during the term of the Agreement.

#### ARTICLE V

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

#### ARTICLE VI

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

#### ARTICLE VII

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

#### ARTICLE VIII

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

#### ARTICLE IX

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

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

#### **ARTICLE X**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE XI**

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

#### **ARTICLE XII**

##### **Default, Termination, and Cancellation:**

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default



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does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

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

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

### ARTICLE XIII

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

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

or to such other location as the County directs.

with a carbon copy to

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

Notices to Contractor shall be addressed as follows:

CANYON MANOR  
653 Canyon Road, PO Box 678  
Novato, CA 94948  
ATTN: Richard Evatz, LCSW, Executive Director

or to such other location as the Contractor directs.

#### **ARTICLE XIV**

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

#### **ARTICLE XV**

**Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

**ARTICLE XVI**

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only

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insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

## ARTICLE XVII

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

## ARTICLE XVIII

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

2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

#### **ARTICLE XIX**

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

#### **ARTICLE XX**

##### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

#### **ARTICLE XXI**

**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 XXII**

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

#### **ARTICLE XXIII**

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

#### **ARTICLE XXIV**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

#### **ARTICLE XXV**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

#### **ARTICLE XXVI**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Patricia Charles-Heathers, Assistant Director Health Services, or successor.

**ARTICLE XXVII**

**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 XXVIII**

**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 XXIX**

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

**ARTICLE XXX**

**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 XXXI**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

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**Requesting Contract Administrator Concurrence:**

By:   
Patricia Charles-Heathers  
Assistant Director Health Services  
Health and Human Services Agency

Dated: 3-7-16

**Requesting Department Head Concurrence:**

By:   
Don Ashton, M.P.A., Director  
Health and Human Services Agency

Dated: 3-7-2016

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Agreement for Services 011-S1711

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

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Ron Mikulaco, Chair  
Board of Supervisors  
"County"

ATTEST:

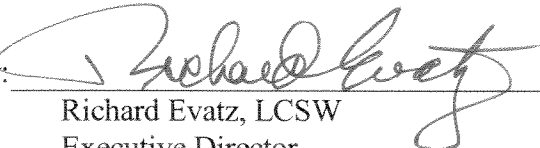
James S. Mitrisin  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk


Dated: \_\_\_\_\_

**-- CONTRACTOR --**

MENTAL HEALTH MANAGEMENT I, INC.  
D.B.A. CANYON MANOR  
A CALIFORNIA CORPORATION

By:  \_\_\_\_\_  
Richard Evatz, LCSW  
Executive Director  
"Contractor"

Dated: 3/7/16

By:  \_\_\_\_\_  
Paul Heil  
Assistant Director  
"Contractor"

Dated: 3/7/16

(lkw)

**Exhibit A**  
**COUNTY OF EL DORADO**  
**HEALTH AND HUMAN SERVICES AGENCY**  
**Mental Health Division**

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**AUTHORIZATION STATEMENT**

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

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Client: \_\_\_\_\_ D.O.B: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

**AUTHORIZED SIGNATURE:**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Exhibit B**

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

**BED HOLD AUTHORIZATION**

Resident: \_\_\_\_\_

Reason for Absence from Facility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Authorized Representative

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Public Guardian / Payee:

Resident: \_\_\_\_\_

Reason for Absence from Facility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Public Guardian / Payee

**Exhibit C**

**MENTAL HEALTH MANAGEMENT I, INC. DBA CANYON MANOR**

**REIMBURSEMENT RATE**

| <b>Effective Date</b> | <b>Rate</b>      |
|-----------------------|------------------|
| July 1, 2016          | \$307.80 per day |