

AGREEMENT

This Agreement is made and entered into as of this 19th day of November, 2024, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and ELIJAH HOUSE FOUNDATION, a limited liability corporation, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY has determined a need for transitional housing services to clients of the Probation department who have been released from custody; and

WHEREAS, CONTRACTOR operates a facility for transitional housing and has bed space available for Probation clients; and

WHEREAS, COUNTY and CONTRACTOR desire to enter into this Agreement 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

This Agreement shall be effective and commence as of the date first written above and shall end on June 30, 2025.

III. NOTICE

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

TO COUNTY
Marlon Yarber
Chief Probation Officer
Sacramento County Probation Department
8745 Folsom Boulevard
Sacramento, CA 95826

TO CONTRACTOR
Debbie Henderson
Chief Executive Officer
Elijah House Foundation
2060 Parke Avenue
Oroville, CA 95966

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

- A. CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations, and ordinances to include those statutes set forth below which govern confidentiality.
- B. Confidentiality of Records and Department Security Requirements
1. PROBATION is a department of COUNTY and is a law enforcement agency working with justice system information that is confidential under California law including the following:
 - Penal Code sections: 1203.5, 1203.10 (reports); 11105 et seq. and 13300 et seq. (criminal offender records); 11167.5 (child abuse & neglect reporting); 502 (misuse of computer systems)
 - Welfare and Institutions Code sections: 827 (juvenile court & CPS records); 10850 and 17006 (public social services); 5328 (mental health services)
 - Civil Code section: 56 (medical records)
 - Health & Safety Code section: 11977, 42 USC section 290dd, and 42 CFR section 2.12 et seq. (drug treatment records)
 - Evidence Code sections: 1012 et seq. (psychological records); 1040 et seq. (official information)
 2. CONTRACTOR's employees, subcontractors, and volunteers with access to PROBATION facilities, computers, or records will be required to do the following:
 - a. pass a background investigation, which may include fingerprinting and a Department of Justice records check, before working in PROBATION facilities or accessing PROBATION computers or records;
 - b. learn and comply with the security policies and procedures in effect at PROBATION throughout the term of their assignment to PROBATION; and
 - c. access and use any restricted or confidential material only as required for performance of the assigned duties, and disseminate data only to personnel specifically authorized;

violations may be prosecuted to the full extent allowed by law, including the termination of the contract

3. CONTRACTOR agrees to inform all of its employees, subcontractors, and volunteers of the provisions of this section and that a knowing violation of state or federal confidentiality laws is a misdemeanor. CONTRACTOR shall ensure that all persons with access to PROBATION facilities, computers, or records have signed all required acknowledgements that meet the standards for PROBATION employees having access to confidential information, prior to commencing work.
4. Upon notice from PROBATION that an employee, subcontractor, or volunteer does not meet PROBATION security requirements or has violated PROBATION security requirements, CONTRACTOR shall be responsible for immediately removing and replacing, within twenty-four (24) hours, any employee, subcontractor, or volunteer working on this contract. PROBATION will confer with CONTRACTOR about means to remediate security concerns, including further training, direct supervision, direct oversight by an employee acceptable to PROBATION, or removal of duties requiring access to PROBATION facilities, computers, or confidential records.

V. GOVERNING LAWS AND JURISDICTION

This Agreement 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 Agreement 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 Agreement and constitutes grounds for the termination of this Agreement 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 AND PROFESSIONALISM STANDARDS

- A. CONTRACTOR shall perform its services under this Agreement 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.
- B. CONTRACTOR and all of its employees, subcontractors, agents, and volunteers shall reflect a professional image while performing services under this Agreement for the COUNTY.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR's services and are not designed for use other than what is intended by this Agreement.

IX. 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 agreement; 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 agreement.
- 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 agreement, 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 a) any entitlement as a COUNTY employee; or b) except as otherwise provided by this Agreement, 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 worker's 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 contractors assigned personnel under the terms and conditions of this agreement.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide the 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, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding CONTRACTOR's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

XII. 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.

XIII. RETIREMENT BENEFITS/STATUS *(Not applicable)*

CONTRACTOR acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONTRACTOR assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against COUNTY should SCERS modify or terminate retirement benefits based on CONTRACTOR's provision of services under this Agreement.

XIV. CONFLICT OF INTEREST

- A. CONTRACTOR and CONTRACTOR's employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.
- B. CONTRACTOR and CONTRACTOR's employees shall not be involved with any Youth Detention Facility (YDF) inspections, recommendations of resulting reports, and/or any other activity that may create a real or perceived conflict of interest with the performance of services required under this Agreement.

XV. 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 Agreement 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 Agreement 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).

XVI. GOOD NEIGHBOR POLICY

- A. CONTRACTOR shall comply with COUNTY's Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
 - 1. Provision of parking adequate for the needs of its employees and service population;
 - 2. Provision of adequate waiting and visiting areas;
 - 3. Provision of adequate restroom facilities located inside the facility;
 - 4. Implementation of litter control services;
 - 5. Removal of graffiti within seventy-two (72) hours;
 - 6. Provision for control of loitering and management of crowds;
 - 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
 - 8. Participation in area crime prevention and nuisance abatement efforts; and
 - 9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY's individualized assessment of CONTRACTOR's facility, services and actual impacts on the neighborhood in which such facility is located.
- B. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR's compliance

with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.

- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR's site is located.
- E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.
- F. CONTRACTOR's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

XVII. 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 Agreement, 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 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 Agreement.

XVIII. INDEMNIFICATION

- A. To the fullest extent permitted by law, for work or services provided under this Agreement which are not professional services, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, liabilities, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder except for loss caused by the sole negligence of COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers.
- B. To the fullest extent permitted by law, for professional services provided under this Agreement, CONTRACTOR shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all demands, claims, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of professional services provided under this Agreement.
- C. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR's subcontractors at any tier.
- D. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- E. The provisions of this indemnity shall survive the expiration or termination of the Agreement.

XIX. INSURANCE

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding

coverage, limits, forms, and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

XX. 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 Agreement, 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 Agreement.

XXI. WEB ACCESSIBILITY (If Applicable)

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with COUNTY's Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003 as well as any approved amendment thereto.

XXII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit a monthly invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include the following: time

sheets or payroll records for each employee, receipts for supplies, applicable subcontract expenditures, applicable overhead, and indirect expenditures.

- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.
- F. It is understood that any records of revenues or expenditures under this contract may be subject to compliance with applicable regulations, including but not limited to Federal, State and County regulations, and may be audited by the appropriate agency. In the event of an audit disallowance of any claimed cost, which is subject to compliance with regulations, COUNTY shall not be liable for any lost revenue resulting therefrom.
- G. Any funds due and owing to COUNTY may be collected, at the sole discretion of DIRECTOR, by cash payment or by a credit on funds due to be paid to CONTRACTOR under the terms of this Agreement.
- H. In the event that CONTRACTOR is required by subpoena to testify in any matter arising out of or concerning this Agreement by any party other than COUNTY, CONTRACTOR shall not be entitled to any compensation from COUNTY for time spent or expense incurred in giving or preparing for such testimony, including travel time. CONTRACTOR must seek compensation from the subpoenaing party, and COUNTY shall not be liable if CONTRACTOR fails to receive compensation.

XXIII. LEGAL TRAINING INFORMATION

If under this Agreement 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.

XXIV. SUBCONTRACTS AND ASSIGNMENTS

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. 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 Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXV. AMENDMENT AND WAIVER

- A. Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement 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 Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXVI. SUCCESSORS

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

XXVII. TIME

Time is of the essence of this Agreement.

XXVIII. INTERPRETATION

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

XXIX. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Chief Probation Officer of the Probation Department, or his/her designee.

XXX. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, 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 Agreement unless the Agreement 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.

XXXI. TERMINATION

- A. Either party may terminate this Agreement 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 Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement 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 Agreement immediately upon giving written notice to CONTRACTOR that funds are not available because: 1) Sufficient funds are not appropriated in COUNTY's Adopted or Adjusted Budget; 2) the COUNTY is advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 3) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 4) funds that were previously available for this Agreement are reduced, eliminated and/or re-allocated by COUNTY as a result of budget or revenue reductions during the fiscal year.
- D. If this Agreement 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 Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount that exceeds a pro rata portion of the

Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

XXXII. REPORTS

- A. CONTRACTOR shall, without additional compensation therefor, 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.
- B. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the county are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to Section III of this Agreement.

XXXIII. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

XXXIV. PRIOR AGREEMENTS

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

XXXV. SEVERABILITY

If any term or condition of this Agreement 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 Agreement are declared severable.

XXXVI. 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).

XXXVII. SURVIVAL OF TERMS

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

XXXVIII. DUPLICATE COUNTERPARTS

- A. This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.
- B. Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XXXIX. RENEWAL OF CONTRACT *(Not Applicable)*

The parties may renew this agreement on the same terms and conditions for two additional one-year terms, for a total of three (3) years, based on the availability

of funding, by mutual agreement of DIRECTOR on behalf of COUNTY and CONTRACTOR.

XL. AUTHORITY TO EXECUTE

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

XLI. COVID-19 COMPLIANCE

CONTRACTOR shall be solely and completely responsible for implementing the applicable COVID-19 guidelines from the California Division of Industrial Safety and the applicable COVID-19 guidance from the Centers for Disease Control and Prevention (CDC) including staff education, staff training, routine cleaning of staff and public space, accessible and/or on-site washing facilities, and to the extent applicable Personal Protective Equipment (PPE) donning and maintenance. CONTRACTOR shall establish a safety plan for compliance with these standards as required by COUNTY and provide the safety plan to COUNTY upon request. This safety plan and/or narrative description shall describe the education, training, routine cleaning, on-site washing facilities and the PPE to be used or provided by the CONTRACTOR. Compliance with these standards is not a reimbursable expense pursuant to this Agreement.

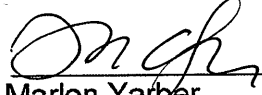
XLII. ECONOMIC SANCTIONS


Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, COUNTY shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

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

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

ELIJAH HOUSE FOUNDATION,
a limited liability corporation

By 
Marlon Yaber
Chief Probation Officer

By 
Debbie Henderson
Chief Executive Officer

Date: 11/19/24

Date: 11/18/2024

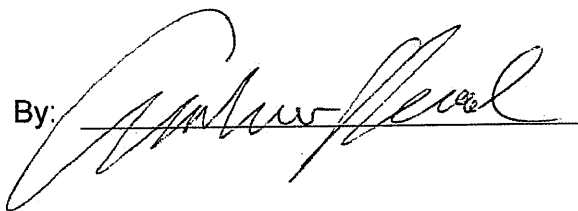
Execution of this Contract Delegated By
Board Resolution No. _____

Contractor's Employer's Tax Identification
No. 81-2551153

or

Delegated signature Authorized by
County Code Section 2.61.200

CONTRACT AND CONTRACTOR TAX STATUS REVIEWED AND APPROVED BY
COUNTY COUNSEL

By: 

Date: 11/12/24

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
ELIJAH HOUSE FOUNDATION,
hereinafter referred to as "CONTRACTOR"**

SCOPE OF SERVICES

I. SERVICE LOCATION(S)

Facility Name(s): Elijah House Foundation
Street Address: 958, 960, 962, 1289 Robinson St.
City, State, Zip Code: Oroville, CA 95965

II. DESCRIPTION OF SERVICES

- A. CONTRACTOR shall provide transitional housing (Sober Living Home), for clients, 18 years old or older, referred by the Probation Department who have an immediate housing need and meet the facility's eligibility criteria for client admissions. COUNTY shall make referrals directly to CONTRACTOR via email or telephone between 0600 and 1800 hours, 7-days a week, with a same-day response from CONTRACTOR.
- B. CONTRACTOR shall provide a House Manager responsible for the following:
1. Coordinate house cleanliness, maintenance, and repairs;
 2. Independent living skills support, which may include house chores coordination;
 3. Be available during regular business days/hours and on-site after regular business hours; and
 4. Respond to probation officer communications within one business day.
- C. CONTRACTOR shall assist clients with applying for CalFresh benefits. Clients are responsible for their own food purchases.
- D. CONTRACTOR shall provide transportation connections for medical appointments, court, transport to the business office, etc; facility may distribute RT passes or taxi/rideshare funds;

- E. CONTRACTOR shall provide basic hygiene amenities, such as dishwasher, home cleaning supplies, and clean bed linens and pillows;
- F. CONTRACTOR shall provide on-site clothes washer, dryer, and laundry supplies; clients shall have the ability to do their own laundry;
- G. CONTRACTOR shall provide communication devices, such as community and office landline phones, a community computer workstation in the business office, and a community printer;
- H. CONTRACTOR shall provide individual dressers for storage;
- I. CONTRACTOR shall provide meeting space: large office or conference to facilitate programs and private meetings;
- J. CONTRACTOR shall provide access to hot water and showers;
- K. CONTRACTOR shall provide a weekly check-in with clients focusing on housing placement, job readiness, and life skills;
- L. Upon approval from COUNTY, CONTRACTOR shall provide counseling and/or substance use disorder (SUD) counseling services in both group sessions and individual sessions; CONTRACTOR shall ensure that its employees have appropriate training, understanding and experience to provide counseling services, and these treatment provider employees must refrain from practice outside the parameters of their discipline or training;
- M. CONTRACTOR shall perform drug test weekly;
- N. CONTRACTOR shall implement house rules to promote safety and wellness:
 - 1. Evening hours curfew of 9:00 P.M. through 6:00 A.M., with exceptions cleared by the probation officer;
 - 2. Clients are to remain dressed in common areas of the house (no undershirts or shirtless in the common areas).
 - 3. No personal visitors indoors;
 - 4. Permission to leave the home overnight, or more than 24 hours, must be approved by the probation officer in advance;
 - 5. No weapons;
 - 6. No animals indoors. No pets or emotional support animals are to be kept by clients. Exceptions may be made for Service Animals; and

7. No drugs or alcohol on the premises; removal of a client due to possession of illegal drugs or alcohol, or a positive drug test, will be at the discretion of the Elijah House Foundation and the probation officer. A return to the program will be considered on a case-by-case basis.
- O. CONTRACTOR shall adequately staff and monitor the program during hours of operation to ensure ongoing safety, cleanliness, security, and success of the program, providing janitorial and maintenance for the program as needed.
- P. CONTRACTOR agrees to maintain the confidentiality of all residents and prospective residents in accordance with Penal Code section 1203.5. CONTRACTOR shall establish safeguards to ensure that no resident's identity or other personally identifying information will be shared with persons or entities, other than the COUNTY, without the resident's authorization or as required by law.
- Q. CONTRACTOR shall provide monthly reporting in client outcomes for on-site services provided, including but not limited to compliance with house rules, participation in services and counseling, employment status, progress towards independent housing, housing status after exit, and other comments and/or concerns.
- R. CONTRACTOR shall provide yearly summary of unduplicated participants served upon request of COUNTY.
- S. When reporting is potentially covered by 42 CFR Part 2, CONTRACTOR will only provide protected information if a legally valid signed waiver or release of confidentiality from the participant is given to CONTRACTOR prior to reporting. CONTRACTOR will report information that is necessary to prevent immediate health and safety issues but will not disclose information that is protected under the cited regulatory language. The parties agree that 42 CFR part 2 does not preclude CONTRACTOR from informing PROBATION that a reportable event has occurred and the nature of that event.

1. Reportable Event(s):

- a. Serious incidents – affect the health and safety of clients, staff, or volunteers; for example:
- i. Death of any client, staff, or volunteer from any cause.
 - ii. Any physical injury resulting in medical treatment.
 - iii. Violence or threats of violence (including homicide or attempted homicide, injurious assault occurring at the CONTRACTOR's premises, which result in serious physical injury).

- iv. Suicide attempt (including an apparent overdose of alcohol or illicit or prescription drugs, whether fatal or injurious, and requiring medical attention; self-injury requiring medical attention, etc.).
 - v. Adverse prescribed medication reaction or medication error resulting in physical damage and/or loss of consciousness.
 - vi. Major confidentiality breach (lost or stolen laptop, large number of client/participant files/records accessed, etc. Note: follow up with Confidentiality/HIPAA procedures).
 - vii. Client is AWOL for more than 24 hours.
 - viii. Other serious incidents.
- b. Unusual occurrence – an incident which, while significant, is a less serious incident; for example:
- i. Alleged child abuse.
 - ii. Physical abuse.
 - iii. Health and safety issues, to include epidemic outbreak, other infectious disease outbreak, or environmental hazard. All cases of communicable disease reportable under Section 2502 of Title 17, California Code of Regulations, shall be reported to the local health officer in addition to the DHCS and the COUNTY.
 - iv. Incidents involving emergency services at treatment facility (Ambulance, Police, Fire, etc.).
 - v. Fires or explosions that occur in or on the premises.
 - vi. Poisonings.
 - vii. Accidents at the workplace or in the course of working involving bodily harm or property damage.
 - viii. Catastrophes such as flooding, tornado, earthquake, or any other natural disaster.
 - ix. Other unusual occurrences.
 - x. Community complaints/grievances.
2. Written report: complete all sections of the Incident Report Form.
- T. CONTRACTOR shall assess participants for vulnerability level and for possible placement in long-term stable housing.
- U. CONTRACTOR shall notify Probation when a participant is nearing 180 days of services and obtain approval prior to extending services beyond 180 days. Services extending beyond 180 days must be approved by Probation every 30 days.

- V. COUNTY and CONTRACTOR shall coordinate mutual responsibilities to ensure services are delivered in the most efficient and effective manner possible. This includes:
1. Relaying information to each other as that information becomes available and would affect case management decisions of one or both agencies.
 2. Ensuring that services are provided only to those clients who have been approved by the Probation Department to participate.
 3. Informing each other when the client terminates services, is uncooperative or non-compliant with emergency shelter rules and regulations, or either agency terminates its services to a mutual client.
 4. Assigning staff as points of contact for any issues related to services provided under this agreement.
- W. CONTRACTOR shall establish and maintain a system to allow residents to grieve actions taken by CONTRACTOR. Reports of grievances made, and actions taken in response to those grievances, shall be compiled by CONTRACTOR and made available to the COUNTY upon request.

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
ELIJAH HOUSE FOUNDATION, hereinafter referred
to as "CONTRACTOR"**

**COUNTY OF SACRAMENTO
INSURANCE REQUIREMENTS**

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONTRACTOR, its agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of COUNTY's Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

Verification of Coverage

CONTRACTOR shall furnish COUNTY with certificates evidencing coverage required below. Copies of required endorsements must be attached to provided certificates. COUNTY Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by COUNTY before performance commences. COUNTY reserves the right to require that CONTRACTOR provide complete copies of any policy of insurance including endorsements offered in compliance with these specifications.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.
2. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.

- a. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 - b. Personal Lines automobile insurance shall apply if vehicles are individually owned.
3. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
 4. PROFESSIONAL LIABILITY: or Errors and Omissions Liability insurance appropriate to the CONTRACTOR's profession.
 5. UMBRELLA: or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.
 6. SEXUAL ABUSE OR MOLESTATION: Coverage appropriate to the CONTRACTOR's profession. Coverage may be written as part of the CONTRACTOR's Commercial General Liability, or part of the CONTRACTOR's Professional (E&O) Liability, or on a stand-alone basis.

Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$1,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$2,000,000
2. Automobile Liability:
 - a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
 - b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
3. Workers' Compensation: Statutory.
(Not Applicable if CONTRACTOR has no employees)

4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
(Not Applicable if CONTRACTOR has no employees)
5. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim.
6. Sexual Abuse or Molestation: Minimum limits shall be not less than \$250,000 per person or per occurrence and \$1,000,000 aggregate.
(Not Applicable if CONTRACTOR will not be working with juveniles)

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by COUNTY.

Claims Made Professional Liability Insurance

If professional liability coverage is written on a Claims Made form:

1. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

All Policies:

1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-VII**. The COUNTY's Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected.
2. **MAINTENANCE OF INSURANCE COVERAGE:** CONTRACTOR shall maintain all insurance coverages and limits in place at all times and provide the COUNTY with evidence of each policy's renewal within ten

(10) days after of its anniversary date. CONTRACTOR is required by this Agreement to immediately notify COUNTY if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONTRACTOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

Commercial General Liability and/or Commercial Automobile Liability:

1. **ADDITIONAL INSURED STATUS:** COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers (collectively the Additional Insured Parties) are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to Additional Insured Parties. Additional Insured applies to General Liability and Auto Liability.
2. **PRIMARY INSURANCE:** For any claims related to this agreement, CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects the Additional Insured Parties. Any insurance or self-insurance maintained by the Additional Insured Parties shall be excess of CONTRACTOR's insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST:** CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. **SUBCONTRACTORS:** CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and shall require all its subcontractors to maintain adequate insurance.

Professional Liability:

PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

Workers' Compensation:

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR.

Notification of Claim

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be deemed prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**EXHIBIT C to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
ELIJAH HOUSE FOUNDATION,
hereinafter referred to as "CONTRACTOR"**

BUDGET REQUIREMENTS

I. MAXIMUM PAYMENT TO CONTRACTOR

- A. The Maximum Total Payment Amount under this Agreement is \$50,000 during the term beginning on the date this Agreement is executed, and ending June 30, 2025, for the work as described in Exhibit A, Section II, Description of Services.
- B. Reimbursement shall be based on CONTRACTOR's all-inclusive monthly housing rate of \$800 per client and CONTRACTOR's actual fees as per II, Budget below. Clients housed for part of the month, either due to intake or discharge, shall be billed a prorated rate based on the number of days they were housed. Documentation to be included with the invoice shall include copies of original source documents as follows:
1. A roster of current client names, including client entry and exit date (if exit date occurred during the billing period); client information shall include x-reference or date of birth
 2. A schedule with the following information shall be provided for counseling sessions:
 - Date service is provided
 - Clients name and x-reference or date of birth
 - Type of services provided
 - Start time and end time
 - Sign in sheets
 3. Total invoice amount
- C. CONTRACTOR shall direct all invoices and/or questions related to billing and contracts to the following via email. All invoices shall reflect the billing address and contact information as shown below. Any changes shall be communicated to CONTRACTOR at the soonest availability.

County of Sacramento Probation Department

County of Sacramento Probation Department
8745 Folsom Boulevard
Sacramento, CA 95826
ATTN: Tara Lopez, Contracts Officer
ProbationContractInv@saccounty.gov

- D. Deliverables and monthly progress billing shall be approved by the Program Manager as well as Assistant Chief Deputy and/or Chief Deputy of Juvenile Field.
- E. CONTRACTOR billing shall not exceed the budgeted amount for each service category per section II, Budget below. The Chief Probation Officer may reallocate ten percent (10%) of the total budget amount from/to different service categories outlined in the budget section upon mutual agreement between the COUNTY and CONTRACTOR.

II. BUDGET

The Budget for this Agreement is based on the below agreed upon rates for housing and substance use disorder (SUD) counseling services. Expenditures during Fiscal Year 2024-25 will not exceed \$50,000.

Service	Frequency	Rate per Unit
Housing	Monthly	\$800
Counseling / SUD Counseling – Individual Session (1 hour)	Weekly	\$125
Counseling / SUD Counseling – Group Session (1 hour)	Twice Weekly	\$70/person

**EXHIBIT D to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
ELIJAH HOUSE FOUNDATION,
hereinafter referred to as "CONTRACTOR"**

ADDITIONAL PROVISIONS

I. LAWS, STATUTES, AND REGULATIONS

- A. CONTRACTOR shall abide by all applicable state, federal, and county laws, statutes, and regulations, including but not limited to the Bronzan-McCorquedale Act (Welfare and Institutions Code, Divisions 5, 6, and 9, Sections 5600 et seq., and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Mental Health Policy Letters, and Title 42 of the Code of Federal Regulations, Section 434.6 and 438.608, in carrying out the requirements of this Agreement.
- B. CONTRACTOR shall comply with all Policies and Procedures adopted by COUNTY to implement federal/state laws and regulations.
- C. CONTRACTOR shall comply with the requirements mandated for culturally competent services to diverse populations as outlined in the Sacramento County Phase II Consolidation of Medi-Cal Specialty Mental Health Services—Cultural Competence Plan 1998, 2002, 2003, and the Department of Mental Health (DMH) 2010 Cultural Competence Plan Requirement. CONTRACTOR agrees to abide by the Assurance of Cultural Competence Compliance document, as provided by COUNTY, and shall comply with its provisions.

II. LICENSING, CERTIFICATION, AND PERMITS

- A. CONTRACTOR agrees to furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the State of California or COUNTY. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum of staff required by law for provision of services hereunder; 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 Agreement. The list shall state the name, title, professional degree, and work experience of such persons.

III. OPERATION AND ADMINISTRATION

- A. CONTRACTOR agrees to furnish at no additional expense to COUNTY beyond the amounts identified as NET BUDGET/MAXIMUM PAYMENT TO CONTRACTOR in Exhibit C, all space, facilities, equipment, and supplies necessary for its proper operation and maintenance.
- B. CONTRACTOR, if incorporated, shall be in good standing and 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 Agreement.
- D. CONTRACTOR agrees that all materials created for public dissemination shall reflect the collaborative nature of all programs and/or projects. All program announcements, websites, brochures, and press releases shall include the Sacramento County logo, and shall adhere to the Logo Style Guide provided by COUNTY. Additionally, the program announcements, websites, brochures and press releases shall state the following language: "This program is funded by the Sacramento County Probation Department". Oral presentations shall include the above required statement.

IV. 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, 5330, 5610 and 10850 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 Agreement 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 provisions and that knowing and intentional violation of the provisions of said state and federal laws is a misdemeanor.
- C. CONTRACTOR is subject to, and agrees to comply when applicable, with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)(42 USC § 1320d) and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other applicable laws and regulations.

V. CLINICAL REVIEW AND PROGRAM EVALUATION

- A. CONTRACTOR shall permit, at any reasonable time, personnel designated by DIRECTOR to come on CONTRACTOR's premises for the purpose of making periodic inspections and evaluations. CONTRACTOR shall furnish DIRECTOR with such information as may be required to evaluate fiscal and clinical effectiveness of the services being rendered.
- B. DIRECTOR or his designee shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement, including authorization for admission, care, and discharge of all clients for whom reimbursement is required under this Agreement.

VI. REPORTS

- A. CONTRACTOR shall provide accurate and timely input of services provided in the Avatar System, or any replacement system, in accordance with COUNTY's Division of Mental Health Provider Manual, so that COUNTY can generate a monthly report of 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 or by the State Department of Mental Health concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

VII. RECORDS

- A. Patient Records: CONTRACTOR shall maintain adequate patient records on each individual patient, which shall include diagnostic studies, records of patient interviews, treatment plans, progress notes, and records of services provided by various professional and paraprofessional personnel, in sufficient

detail to permit an evaluation of services. Such records shall comply with all applicable federal, state, and county record maintenance requirements.

- B. Service and Financial Records: CONTRACTOR shall maintain complete service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed. The patient eligibility determination and the fees charged to and collected from patients shall also be reflected therein. Any apportionment of costs shall be made in accordance with generally accepted accounting principles.
- C. Review, Inspection, and Retention of Records: At reasonable times during normal business hours, the State Department of Mental Health, COUNTY or DIRECTOR, the appropriate audit agency of any of them, and the designee of any of them shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of CONTRACTOR which pertain to services performed and determination of amount payable under this Agreement. Upon expiration or termination of this Agreement all patient records shall be kept for a minimum of seven (7) years from the date of discharge and in the case of minors, for at least one (1) year after the minor patient's eighteenth (18th) birthday, but in no case less than seven (7) years from the date of discharge. Service and financial records shall be retained by CONTRACTOR for a minimum period of four (4) years after the termination of this Agreement, or until audit findings are resolved, whichever is later.

VIII. PATIENT FEES

- A. The Uniform Method of Determining Ability to Pay prescribed by the State Director of Mental Health shall be applied when services to patients are involved.
- B. Charges for services to either patients or persons responsible shall approximate estimated actual cost.
- C. CONTRACTOR shall use the Uniform Billing and Collection Guidelines prescribed by the State Director of Mental Health (non-billing providers excluded).

IX. ANTI-SUPLANTATION

If Mental Health Services Act (MHSA) funding is present in Exhibit C of this Agreement, the following language applies:

MHSA funds shall be used exclusively to develop new projects, expand existing programs and/or services or to enhance existing programs and services. CONTRACTOR shall not utilize MHSA funds to supplant existing state or county funds for mental health services.

CONTRACTOR shall execute a certification that it has complied with the anti-supplantation requirements. Such certification shall be executed prior to release of MHSA funds and CONTRACTOR shall annually execute such certification as part of the fiscal audit requirement. If COUNTY determines that supplantation has occurred, CONTRACTOR shall be required to reimburse COUNTY for all MHSA funds that were used in violation of this Section. Use of MHSA funds in violation of this Section shall be grounds for termination of this Agreement.

X. AUDIT/REVIEW REQUIREMENTS

A. Federal OMB Audit Requirements (also known as Omni Circular or Super Circular) for Other Than For-Profit Contractors

2 CFR 200.501 requires that subrecipients that expend \$750,000 or more (from all Federal sources) in a year in Federal Awards shall have an annual single or program specific Audit in accordance with the OMB requirements. 2 CFR 200.512 sets forth the requirements for filing the Audit with the Federal Audit Clearinghouse (FAC). When filing with the FAC, CONTRACTOR must also simultaneously submit 3 copies of the required Audit and forms to DIRECTOR as described in paragraph E of this section. The Catalog of Federal Domestic Assistance number (CFDA#) and related required information shall be included in the Audit. The CFDA # and the required related information for the funds contained in this contract are provided in Exhibit E. Audits shall be supplied by the due dates discussed in paragraph E of this section.

B. COUNTY Requirements for Non-Profit, For-Profit, Governmental and School District Contractors

In addition to the OMB requirements of paragraph A of this section, COUNTY requires CONTRACTOR to provide an annual Audited or Reviewed financial statement as follows:

1. Annual Audited financial statements and accompanying Auditor's report and notes is required from CONTRACTOR when COUNTY has awarded contracts totaling \$150,000 or more for any twelve month period. The Audited financial statement shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and the Audit shall be performed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS).
2. Annual Reviewed financial statements are required from CONTRACTOR when COUNTY has awarded contracts totaling less than \$150,000, but more than \$50,000 for any twelve month period. The Reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA. Audited financial statements may be substituted for Reviewed financial statements.

C. Term of the Audit or Review

The Audit(s) or Review(s) shall cover the entire term of the contract(s). If CONTRACTOR's fiscal year is different than the contract term, multiple Audits or Reviews shall be required, in order to cover the entire term of the contract.

D. Termination

If the Agreement is terminated for any reason during the contract period, the Audit or Review shall cover the entire period of the Agreement for which services were provided.

E. Submittal and Due Dates for Audits or Reviews

CONTRACTOR shall provide to COUNTY three copies of the Audit or Review, as required in this section, due six months following the end of CONTRACTOR's fiscal year. Audit or Review shall be sent to:

Chief Probation Officer
County of Sacramento
Probation Department
8745 Folsom Boulevard
Sacramento, CA 95826

F. Request for Extension of Due Date

CONTRACTOR may request an extension of the due date for the Audit or Review in writing. Such request shall include the reason for the delay, a specific date for the extension and be sent to:

Chief Probation Officer
County of Sacramento
Probation Department
8745 Folsom Boulevard
Sacramento, CA 95826

G. Past Due Audit/Review

COUNTY may withhold payments due to CONTRACTOR from all past, current and future Probation contracts when past, current or future audits/reviews are not provided to COUNTY by due date or approved extended due date.

H. Deficiencies

Should any deficiencies be noted in the Audit or Review CONTRACTOR must submit an Action Plan with the Audit or Review detailing how the deficiencies will be addressed.

I. Overpayments

Should any overpayment of funds be noted in the Audit or Review, CONTRACTOR shall reimburse COUNTY the amount of the overpayment within 30 days of the date of the completion of the Audit or Review.

XI. SYSTEM REQUIREMENTS

- A. CONTRACTOR shall adhere to the guidelines, policies and procedures issued by the County Information Technology Services (ITS) for use of COUNTY computers, software, and systems.
- B. CONTRACTOR shall utilize the Avatar system for all County Mental Health Plan (MHP) functions including, but not limited to, client demographics, services/charges, assessments, treatment plans and progress notes. CONTRACTOR has the right to choose not to use the Avatar system but must comply with all necessary requirements involving electronic health information exchange between the CONTRACTOR and the COUNTY. The CONTRACTOR must submit a plan to the COUNTY for approval demonstrating how the requirements will be met.

XII. EQUIPMENT OWNERSHIP

COUNTY shall have and retain ownership and title to all equipment identified to be purchased by CONTRACTOR under Exhibit C of this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement 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 Agreement.

XIII. PATIENTS RIGHTS/GRIEVANCES

- A. CONTRACTOR shall give to all patients written notice of their rights pursuant to and in compliance with California Welfare and Institutions Code Section 5325 et seq.; California Code of Regulations Title 9, Section 860 et seq.; Title XIX of the Social Security Act; and Title 42, Code of Federal Regulations. In addition, in all facilities providing the services described herein, CONTRACTOR shall have prominently posted in the predominant language of the community a list of the patient's rights.
- B. As a condition of reimbursement, CONTRACTOR shall provide the same level of treatment to beneficiaries served under this Agreement as provided to all other patients served.

- C. CONTRACTOR shall not discriminate against any beneficiary of services provided under this Agreement in any manner.
- D. CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services, including affording recipients notice of adverse determination and a hearing thereon to the extent required by law.

XIV. ADMISSION POLICIES

CONTRACTOR's admission policies (if applicable) shall be in writing and available to the public and shall include a provision that patients are accepted for care without discrimination as described in this Agreement.

XV. HEALTH AND SAFETY

- A. CONTRACTOR shall maintain a safe facility.
- B. CONTRACTOR shall store and dispense medication in compliance with all applicable state, federal, and county laws and regulations.

XVI. MANDATED REPORTING

CONTRACTOR shall comply with the training requirements for identification and reporting of child abuse, adult, and dependent adult abuse as defined in Penal code Section 11165.7 and the Welfare and Institutions Code Section 15630-15632. All training shall be documented in an individual personnel file. CONTRACTOR shall establish procedures for paid and volunteer staff for reporting suspected child abuse cases.

XVII. BACKGROUND CHECKS

CONTRACTOR shall not assign or continue the assignment of any employees, agents (including subcontractors), students, or volunteers ("Assigned Personnel") who have been convicted or incarcerated within the prior 10 years for any felony as specified in Penal Code § 667.5 and/or 1192.7, to provide direct care to clients.

XVIII. BASIS FOR ADVANCE PAYMENT

- A. Pursuant to Government Code § 11019(c) this Agreement allows for advance payment once per fiscal year when CONTRACTOR submits a request in writing, and request is approved in writing by DIRECTOR or DIRECTOR's designee.

- B. If DIRECTOR finds both that CONTRACTOR requires advance payment in order to perform the services required by this Agreement and that the advance payment will not create an undue risk that payment will be made for services which are not rendered, DIRECTOR, or DIRECTOR's designee, may authorize, in her/his sole discretion, an advance in the amount not to exceed ten percent (10%) of the "Net Budget/Maximum Payment to CONTRACTOR" as indicated in Exhibit C.
- C. In the case of Agreements with multiple-year terms, DIRECTOR or DIRECTOR's designee may authorize annual advances of not more than ten percent (10%) of the "Net Budget/Maximum Payment to CONTRACTOR" for each fiscal year as indicated in the Exhibit C.
- D. CONTRACTOR's written request for advance shall include a detailed written report substantiating the need for such advance payment, and such other information as DIRECTOR or DIRECTOR's designee may require.
- E. All advanced funds shall be offset against reimbursement submitted during the fiscal year.
- F. COUNTY reserves the right to withhold the total advance amount from any invoice.

These provisions apply unless specified otherwise in Exhibit C of this Agreement

XIX. AMENDMENTS

- A. DIRECTOR may execute an amendment to this Agreement provided that:
 - 1. An increase in the maximum contract amount resulting from the amendment does not exceed DIRECTOR's delegated authority under Sacramento County Code Section 2.61.100 (c) or any amount specified by Board of Supervisor's resolution for amending this Agreement, whichever is greater; and
 - 2. Funding for the increased contract obligation is available within the Department's allocated budget for the fiscal year.
- B. The budget attached to this Agreement as Exhibit C is subject to revision by COUNTY upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice, CONTRACTOR shall adjust services accordingly and shall within thirty (30) days submit to DIRECTOR a revised budget. Said budget revision shall be in the form and manner prescribed by DIRECTOR and, when approved in writing, shall constitute an amendment to this Agreement.

- C. The budget attached to this Agreement as Exhibit C may be modified by CONTRACTOR making written request to DIRECTOR and written approval of such request by DIRECTOR. Approval of modifications requested by CONTRACTOR is discretionary with DIRECTOR. Said budget modification shall be in the form and manner prescribed by DIRECTOR and, when approved, shall constitute an amendment to this Agreement.