

BOS No.  
Infor PO No.  
Infor Ref No.

**AGREEMENT**  
**(BOS AGREEMENT NO. 2023-\_\_\_\_)**

This Agreement (“Agreement”) is made and entered into this 18th day of April, 2023, by and between the County of Yolo, a political subdivision of the State of California (“County”), and CommuniCare Health Centers, Inc., a non-profit corporation authorized to do business in the State of California (“Contractor”), jointly referred to as the “Parties” herein.

**WHEREAS**, the County desires to obtain mental health treatment services for California Work Opportunity and Responsibility to Kids (“CalWORKs”) Employment Services clients; and

**WHEREAS**, CalWORKs is a state-wide welfare program that gives cash and services to eligible needy California families and includes the comprehensive statewide employment and training CalWORKs Employment Services (“CWES”) program; and

**WHEREAS**, CWES provides services to CalWORKs families to help remove barriers to employment and may include mental health services in an effort to remove barriers to employment for families and to support family stabilization through the public assistance to work transition; and

**WHEREAS**, the County has a mandate from the California Department of Social Services (CDSS) to implement the CalWORKs program; and

**WHEREAS**, the County circulated and distributed a Request for Proposals (RFP) for CalWORKs Mental Health, identified as RFP # HEALRFPDL2207, and can be viewed at [www.bidsync.com](http://www.bidsync.com); and

**WHEREAS**, Contractor responded to the RFP with a proposal that was subsequently chosen by County; and

**WHEREAS**, County issued a Letter of Intent to Award a contract to Contractor and this Agreement is a reflection of the completion of that process; and

**WHEREAS**, Contractor is licensed by the State of California to provide the services specified in Exhibit, of this Agreement; and

**WHEREAS**, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

**WHEREAS**, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent (5%) owners being excluded or debarred from any Federal or State program; and

**WHEREAS**, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the Values of Yolo County, a copy of which can be found at <http://www.yolocounty.org/general-government/about-us/mission-values-strategic-plan>; and

**WHEREAS**, Contractor understands that the County is relying upon these representations in entering into this Agreement;

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

**I. TERM**

**A.** The term of this Agreement shall be from **May 1, 2023 through June 30, 2024** unless sooner terminated as provided in this Agreement. Upon mutual agreement of the Parties, this Agreement may be extended for four (4) additional twelve (12) month periods on the same terms and conditions as set forth in this Agreement upon written notice to the Contractor by the Yolo County Health and Human Services Agency Director or her/his designee (“Director”) and acceptance via co-signature by the Contractor. See Paragraph III.B.2 below.

**B.** Either party may terminate this Agreement, in whole or in part, in its sole discretion, for any reason or for no reason at all, upon at least thirty (30) days advance written notice to the other party. This Agreement may also be terminated for cause or for insufficient funds as prescribed in Section XI. of Exhibit C.

**II. SERVICES**

**A.** Contractor shall furnish and perform the services set forth in the Scope of Services attached hereto as Exhibit A, in conformance with this Agreement (including, but not limited to, all exhibits), and in a manner satisfactory to the Director.

**B.** Contractor shall comply with all applicable provisions of State and Federal regulations and provisions as incorporated herein as if fully set forth in this place, including those found in the regulatory and sub-regulatory guidance issued by the California Department of Social Services (CDSS).

**C.** Contractor shall also comply with the terms and conditions set forth in the County’s Accounting Handbook for CBOs and Contract Administration Manual for CBOs (copies of which are available online to the Contractor).

**III. COMPENSATION AND PAYMENT TERMS**

**A.** Subject to the satisfactory performance of the services required of Contractor pursuant to this Agreement, and to the terms and conditions set forth in this Agreement, and following Contractor’s submission of an appropriate claim, and such other documentation that the County may require, County shall pay Contractor according to the terms set forth in Exhibit B. Contractor agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments.

**B. 1.** Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2024** shall be no greater than **FOUR HUNDRED FORTY THOUSAND NINE HUNDRED EIGHTY-SIX DOLLARS AND THRITY-THREE CENTS (\$440,986.33)** specified as follows:

<b>Fiscal Year 2022-23</b> May 1, 2023 through June 30, 2023	\$63,073.33
<b>Fiscal Year 2023-24</b> July 1, 2023 through June 30, 2024	\$377,913.00
<b>Total</b>	<b>\$440,986.33</b>

**B. 2. Option Years:** The Parties may mutually agree to extend the term of the Agreement pursuant to Paragraph I.A. above. The Parties agree to meet annually regarding the extension of this Agreement. Should the Parties mutually agree to exercise an option, County shall issue a written optional extension notice to Contractor. The notice shall include the revised agreement term, approved funding amount to be added to the Agreement; and revised agreement maximum payment obligation, subject to the maximums set forth below and the budgets attached hereto in Exhibit D. Contractor shall co-sign the notice and return the notice to the County to confirm acceptance of the terms of the notice.

<b>Option Year/ Fiscal Year (OY/FY)</b>	<b>Revised Agreement Expiration Date Per OY/FY</b>	<b>Maximum Increased Funding Amount Per OY/FY</b>	<b>Revised Agreement Lifetime Maximum Per OY/FY</b>
OY/FY 2024-25	On or before June 30, 2025	Less than or equal to: \$377,913	Less than or equal to: \$818,899.33
OY/FY 2025-26	On or before June 30, 2026	Less than or equal to: \$377,913	Less than or equal to: \$1,196,812.33
OY/FY 2026-27	On or before June 30, 2027	Less than or equal to: \$377,913	Less than or equal to: \$1,574,725.33
OY/FY 2027-28	On or before June 30, 2028	Less than or equal to: \$377,913	Less than or equal to: \$1,952,638.33

In no event shall the term of the Agreement extend beyond **June 30, 2028** nor shall the total contract maximum exceed the amount of **ONE MILLION NINE HUNDRED FIFTY-TWO THOUSAND SIX HUNDRED THIRTY-EIGHT DOLLARS AND THRITY-THREE CENTS (\$1,952,638.33)**, unless otherwise agreed to in writing by the parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors.

**C.** Administrative/Indirect Costs shall not exceed 15% of Personnel Costs calculated based on salaries, wages, benefits and taxes.

**D.** County shall pay Contractor using a combination of funding sources, as the County deems appropriate.

**IV. OPTION YEAR AND AMENDMENT AUTHORITY**

**A.** Director’s Authority: The Director may exercise the option year(s) and execute related option notices in conformance with the conditions of Section III of this Agreement.

**B.** Procurement Manager’s Authority: The Yolo County Procurement Manager (“Procurement Manager”) may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the contract. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager’s Authority, as prescribed in the Yolo County Procurement Policy.

**C.** Yolo County Board of Supervisors’ Authority: All other authority to approve and execute amendments or exercise option year(s) related to this Agreement is reserved by the Yolo County Board of Supervisors.

//

//

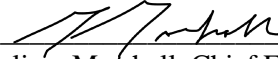


BOS No.  
Infor PO No.  
Infor Ref No.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first set forth above.

**CONTRACTOR**

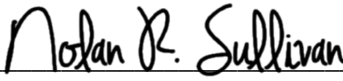
**COUNTY OF YOLO**

By   
Melissa Marshall, Chief Executive Officer  
CommuniCare Health Centers, Inc.

By \_\_\_\_\_  
Oscar Villegas, Chair  
Board of Supervisors

Date: 4/4/2023

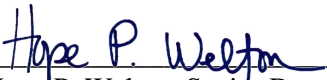
Date: \_\_\_\_\_

  
Nolan Sullivan, Director  
Health and Human Services Agency

Attest:  
Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors

By \_\_\_\_\_  
Deputy (SEAL)

Approved as to Form:  
Philip J. Pogledich, County Counsel

By   
Hope P. Welton, Senior Deputy

## **EXHIBIT A – SCOPE OF SERVICES**

Contractor shall provide services in accordance with the following provisions:

### **I. SERVICE LOCATION(S)**

Services rendered pursuant to this Agreement shall be provided at the following location(s) and applicable for Cost Reporting purposes:

CommuniCare Health Centers  
215 West Beamer Street  
Woodland, CA 95695

CommuniCare Health Centers  
500B Jefferson Blvd., Suite 195  
West Sacramento, CA 95605

Health & Human Service/Service Center  
25 N. Cottonwood Street  
Woodland, CA 95695

500-A Jefferson Blvd., Suite 100  
West Sacramento, CA 95605

Legal Entity Number: N/A  
Provider number: N/A

Other mutually agreed upon locations as required.

### **II. PURPOSE**

To provide mental health treatment services for California Work Opportunity and Responsibility services to Kids (CalWORKs) Employment Services {CWES} clients and their minor dependents in Yolo County.

Provide mental health assessments, referrals to any eligible Yolo County residents that fit the target population of this contract. To assist in preventing the unnecessary separation of children from their families, improve the quality of care and services to children and their families, and ensure permanency for children by reuniting them with their parents, by adoption or by other permanent living arrangement by providing the above services to CalWORKs children who may also be in the Child Welfare system

### **III. TARGET POPULATION**

- A.** Be referred by a County Employment Services Specialist (ESS) or an Intensive Case Manager (ICM) with the Health and Human Services Agency.
- B.** Be applicants and/or recipients in the CalWORKs Employment Services (CWES) Program.
- C.** Have a mental health disability that is a barrier to employment.

### **IV. REQUIREMENTS**

- A.** Contractor shall:
  - 1.** Provide for contingencies for serving clients who may need emergency services or have an urgent condition.
  - 2.** Conduct, document, and report on the following trainings (see also Section IV. REPORTS of Exhibit C):
    - a.** Monthly trainings (three hours/month);
      - i.** Trainings to cover relevant treatment subject matter.
    - b.** Annual Trainings
      - i.** Cultural Competence as specified in Exhibit C
      - ii.** Motivational Interviewing



## **EXHIBIT A – SCOPE OF SERVICES**

- B.** Services shall include these direct client services
- 1.** Scheduling and appointment making services
    - a.** Schedule appointment with CWES participant to access the type and volume of treatment services needed within fifteen (15) days of referral unless immediate treatment is warranted.
    - b.** Provide immediate intervention services to CWES participants to the extent possible.
  - 2.** Family Stabilization for individuals, families, and child therapy to provide intensive case management and/or short-term therapy to families to support family stabilization through the welfare to work transition.
  - 3.** Mental Health Services as specified and defined below:
    - a.** Provide case management and individual counseling for participants who are receiving services.
    - b.** Facilitate group sessions for CWES participants (topics to be determined jointly and within the scope of practice of clinician).
    - c.** Offer participant self-disclosure options for impairments that impact employment activities.
    - d.** Provide an assessment of impairments for CalWORKs participants who self-disclose or who were referred. All assigned staff may provide these assessments.
    - e.** Practice joint case management and interact with both the CalWORKs Employment Services (CWES) Social Worker/Employment Specialist and the Child Welfare Services (CWS) Social Worker for Crossover cases; to include joint home visits when appropriate. (Crossover cases have a Welfare-To-Work plan and a Child Welfare Services plan that are linked so that they have common objectives.)
    - f.** Refer participants for more intensive mental health services for CWES participants who are identified as meeting medical necessity through assessments by Contractor's clinician.
    - g.** Identify those who are exempt from participation in CalWORKs due to severe mental disabilities.
    - h.** 1810.204. Assessment Services  
"Assessment" means a service activity designed to evaluate the current status of a beneficiary's mental, emotional, or behavioral health. Assessment includes but is not limited to one or more of the following: mental status determination, analysis of the beneficiary's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures. Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.
    - i.** Behavioral Health Services  
"Behavioral Health Services" means individual or group therapies and interventions that are designed to provide reduction of mental health related disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, or crisis stabilization. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

## EXHIBIT B – TERMS OF PAYMENT

### I. METHOD OF PAYMENT

**A.** Within thirty (30) days of the completion of the services specified herein in a manner that is satisfactory to the Director, the Contractor shall submit detailed claim/invoice noting the services provided, the person(s) providing the service, the amount of time spent by each person providing the service calculated to the one-tenth of an hour, the rate per hour charged for each person providing service, and an itemization of the actual expenses for which reimbursement is requested. If requested by the County, Contractor shall provide any further documentation to verify the compensation and reimbursement sought by Contractor.

**B.** Within fifteen (15) calendar days of the receipt of Contractor's detailed claim/invoice, the Director shall either authorize payment or advise Contractor in writing of any concerns that the Director has with the claim/invoice and any need for further documentation.

**C.** Within thirty (30) calendar days of the Director's authorization for payment of a claim/invoice, the Financial Services Department shall either issue the payment or advise Contractor in writing of any concerns that the County Financial Services has with the request and any need for further documentation.

**D.** On the date the May claim/invoice is due, Contractor must also submit an estimated June claim/invoice. A claim/invoice for the actual June expenditures shall be due to the County no later than July 15. The claim/invoice shall include all expenditures for which warrants have been issued prior to July 1. This billing approved and paid shall constitute full and complete compensation to Contractor for the current fiscal year. Any remaining amount in the current fiscal year shall not roll over to the next fiscal year.

**E. 1.** Claims/invoices for payment may be submitted to the County in an electronic format. All claims/invoices shall be submitted with any required supporting documentation accompanying the claim/invoice. If a claim/invoice or the supporting documentation contains confidential client information, the submission must be encrypted for transmission.

**2.** Claims/invoices shall be submitted to: [HHSA.AccountsPayable@yolocounty.org](mailto:HHSA.AccountsPayable@yolocounty.org) and copied to the Contract Administrator, Laura Munoz, at [laura.munoz@yolocounty.org](mailto:laura.munoz@yolocounty.org).

**F.** County shall pay Contractor for actual expenditures in conformance with the contract budget(s) attached hereto as Exhibit D. (See also Section II of this Exhibit).

**G.** In the event that the Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected.

**H. 1.** County will demand repayment from Contractor for compensation made to the Contractor, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.

**2.** Any such disallowance related to the current term of this Agreement will be due and payable immediately to the County. County will recoup from Contractor by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.

**3.** Any such disallowance related to the prior terms of this Agreement or any other agreement between Contractor and County will be due and payable within forty-five (45) days of mailing a demand letter from County to Contractor. Thereafter, unless otherwise

## **EXHIBIT B – TERMS OF PAYMENT**

negotiated with and approved by the Director, County will recoup from Contractor the amount due, by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.

**4.** In the event that the aggregated payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County is less than the amount due, and when all payments otherwise due Contractor have been exhausted, Contractor shall make payment to the County for any balance due based on a payment plan negotiated with and approved by the Director.

**I.** Any other provision of this Agreement notwithstanding, because this Agreement is funded in whole or in part by the federal and/or state governments, the County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, the County's receipt of such funding from the federal and/or state governments, and the absence or removal of any constraints imposed by the federal and/or state governments upon such receipt and payment.

**J.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.

**K.** Contractor shall hold harmless the State and clients in the event that the County does not pay for services in accordance with this Agreement.

## **II. BUDGET**

**A.** Contractor has submitted a contract budget attached hereto as Exhibit D. Contractor shall adhere to this budget in performing services that have been authorized and provided in accordance with the provisions of this Agreement.

**B.** Amendments to the budget including but not limited to shifting the allocation of funds between categories of services, must be mutually agreed upon in writing. Contractor shall provide a revised budget to the Director for approval. Budget amendments must be approved pursuant to Section IV of the Agreement.

## **EXHIBIT C – TERMS AND CONDITIONS**

### **I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY**

**A.** Contractor represents and warrants to the County that it has the necessary licensing, certification, training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions. The County is relying upon this representation in entering into this Agreement.

**B.** Contractor represents and warrants to the County that it shall maintain throughout the term of this Agreement all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Contractor to provide the services required in this Agreement.

**C.** The County is relying upon these representations in entering into this Agreement.

### **II. PERSONNEL; PERFORMANCE STANDARDS**

**A.** Contractor shall furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the County, California Department of Social Services (CDSS), and any other authorized federal and state agencies. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws.

**B.** Employment of persons to provide treatment services who do not possess the required licenses, certifications or permits to provide services under this contract shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

**C.** Contractor shall make available to County, on written request of the Director, a list of the persons who provide services under this Agreement. This list shall state the name, title, professional degree, National Provider Identifier (NPI), if applicable, and work experience of such persons, and copies of all required licenses and certification, if applicable.

**D.** Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement and shall provide all services in accordance with any applicable laws and regulations incorporated in this Agreement and its Exhibits.

**E.** Contractor shall furnish all facilities, equipment, personnel, labor, and materials necessary to provide the services in accordance with this Agreement unless otherwise provided in the scope of services.

### **III. RECORDS, RETENTION, REVIEW, ETC.**

**A.** Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than ten (10) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the ten (10) years, Contractor shall notify the Director. Upon such notification, the Director shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

**B.** Contractor shall maintain adequate client records for each client, in sufficient detail to permit an evaluation of services, which shall include, but not be limited to, the following: admission information, demographic information, consent for treatment, medical history, assessment and diagnostic studies, client treatment plan, records of patient interviews, and records of all services

## EXHIBIT C – TERMS AND CONDITIONS

provided. If applicable, Contractor shall comply with the Federal, State and County requirements as to maintaining electronic health records. County and Contractor will collaborate to provide clients with access to their healthcare records in compliance with all applicable Federal, State, and County regulations.

- C. All client records shall be kept for whichever time period listed below is longer:
1. period of not less than ten (10) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later.
  2. a minimum of 10 years from the patient's date of discharge, if the patient is 18 years old or older when they are discharged; or
  3. until the client's 28<sup>th</sup> birthday, if the client was treated while they were a minor; or
  4. if the client was pregnant at the time of treatment, client's records shall be maintained for 25 years from last date of treatment while pregnant. In the event the client was pregnant more than once while they received treatment, the last date of treatment of the last pregnancy shall be used to calculate the appropriate time frames for record retention. In the event that the last day of treatment while pregnant cannot be ascertained from the client record, the last day of treatment while pregnant shall be calculated as one year from the initial report of pregnancy in the client record.
- D. In the event that Contractor ceases to provide the services required by this agreement for any reason, Contractor will contact County and make appropriate arrangements for transfer of care of the clients and for County to take possession of clinical records. Electronic health care records shall be made available to the County in an electronic format readable by the County.
- E. Contractor shall make all books, records, and facilities maintained by Contractor related to goods and/or services provided, and claims made pursuant to this Agreement available for inspection, examination, and copying by the Director, and the County, State and/or Federal government, and their authorized representatives, at any time during normal business hours at Contractor's place of business or at some other mutually agreeable location. Unannounced visits, and visits other than during regular business hours, may be made if justified by the circumstances, at the discretion of the County, State, or Federal government. Employees who might reasonably have information related to such records may be interviewed.
- F. Any failure or refusal by Contractor to permit access to any facilities, books, records, or other information required to be provided to the County, State and/or the Federal government by this Agreement shall constitute an express and immediate breach of this Agreement.
- G. This section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

### IV. REPORTS

A. Contractor shall submit to County the following listed reports. Contractor shall make further reports as may be reasonably requested by Director, the State and/or Federal government concerning Contractor's activities as they affect the services and obligations required by this Agreement. All reports must be submitted as prescribed by this Agreement or as otherwise reasonably requested by the Director.

**B. Performance Outcome Measures (POM) Report:** (See Exhibit F of this Agreement)

Contractor shall maintain data and reports of performance outcome measures in compliance with the Federal and State requirements. On a quarterly basis, Contractor shall

## EXHIBIT C – TERMS AND CONDITIONS

make these data and reports available to the County, as specified in Exhibit F, Performance Measures.

Submit the Performance Outcome Measures electronically via email to [HHSAQualityManagement@yolocounty.org](mailto:HHSAQualityManagement@yolocounty.org)

### C. Contract Invoicing Reports

Contractor shall submit contract invoicing reports based on the schedule below. Reports shall track invoices issued and payments received for all services provided under this Agreement.

<b>Reporting Period</b>	<b>Report Due Date</b>
July – September	October 31
October – December	January 31
January – March	April 30
April – June	July 31

Contract Invoicing Reports shall be submitted electronically via email to [HHSA.AccountsPayable@yolocounty.org](mailto:HHSA.AccountsPayable@yolocounty.org) and the Contract Administrator, Laura Munoz, at [laura.munoz@yolocounty.org](mailto:laura.munoz@yolocounty.org).

### D. Fiscal Year Annual Reports

#### 1. Annual Training Report

This report summarizes all training provided to Contractor’s staff and all outreach training performed by Contractor’s staff. Due date: July 31, following the completion of a fiscal year via email to the Contract Administrator, Laura Munoz, at [laura.munoz@yolocounty.org](mailto:laura.munoz@yolocounty.org).

#### 2. Equipment Report (See Section VII. OWNERSHIP OF EQUIPMENT, below)

Due date: July 31, following the completion of a fiscal year via email to the Contract Administrator, Laura Munoz, at [laura.munoz@yolocounty.org](mailto:laura.munoz@yolocounty.org).

#### 3. *Certified Audited Financial Reports* (see Section V. Audit)

Due date: July 31 of the following year, if the Agreement expires or terminates on June 30. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such an Audit Report covering the preceding period of July 1 through the date of expiration or termination within 45 days of the expiration or termination,

The Certified Audited Financial Reports shall be sent to:

Yolo County Health and Human Services Agency  
137 N. Cottonwood Street  
Woodland, CA 95695  
Attn: Fiscal

## V. AUDITS

A. Contractor shall allow the County, the Auditor General, and any other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor’s performance under this Agreement, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and

## EXHIBIT C – TERMS AND CONDITIONS

facilities maintained by the Contractor and its subcontractors pertaining to such services at any time.

**B.** Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for 10 years from the term end date of this Agreement or in the event the Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (Records are defined in Section III(A) of this Exhibit.)

**C.** Any failure or refusal by Contractor to permit access to records by the County and any other authorized federal and state agencies, or their duly authorized designees, as otherwise provided by this Agreement, the Performance Agreements, State and/or Federal laws and regulations, shall constitute an express and immediate breach of this Agreement.

**D.** Contractor shall also be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7.)

**E.** **1.** If applicable, Contractor shall comply with the Single Audit Act and the audit reporting requirements set forth in Title 2, Code of Federal Regulations Part 200. Should Contractor expend seven hundred fifty thousand dollars (\$750,000) or more in Federal funds during any fiscal year, Contractor shall furnish County copies of the Certified Audited Financial Reports from an independent Certified Public Accountant (CPA) firm, covering the Cost Report period, i.e., July 1 through June 30, or covering a twelve (12) month period that is most recent and relevant to the Cost Report period, and provide a detailed audit of all costs included in the Cost Report. This Audit shall be performed in accordance with Office of Management and Budget (OMB) Uniform Grant Guidance or Super Circular (Title 2, Code of Federal Regulations Part 200, subpart F) conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (2003 Revision), and provided in a form satisfactory to the Director.

**2.** If the Agreement expires on June 30, Contractor shall provide this Audit Report no later than July 31 the year following the next fiscal year (for example for cost report period ending June 30, 2021, the certified audit report would be due before July 31, 2022.) In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such an Audit Report covering the preceding period of July 1 through the date of expiration or termination no later than no later than forty-five (45) days after the date of expiration or termination, unless otherwise specified by the Director. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

**F.** Should an Audit Report or any County, State and/or Federal government audit subsequently disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings. See Exhibit B, Terms of Payment.

## VI. CULTURAL COMPETENCY

**A.** Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals which enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

## EXHIBIT C – TERMS AND CONDITIONS

- B.** Contractor recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing medically necessary specialty behavioral health, substance abuse, and co-occurring disorder services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective.
- C.** Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health, substance abuse, and co-occurring disorder services.
- D.** Contractor shall implement practices and protocols that are inclusive and responsive to the needs of diverse cultural populations, including Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ) individuals, families and communities.
- E.** Contractor shall adopt the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care to improve health care quality and advance health equity. Refer to <http://minorityhealth.hhs.gov> (US Department of Health and Human Services Office of Minority Health).

### VII. OWNERSHIP OF EQUIPMENT

- A.**
1. All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County.
  2. Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.
  3. No additional charge will be made for any of the foregoing
- B.**
1. County shall have and retain ownership and title to all equipment valued over five thousand dollars (\$5,000) (including shipping and taxes) purchased by Contractor with County funds under this Agreement. County shall inventory tag all equipment and shall conduct, or require Contractor to conduct, an annual physical inventory of the equipment. Contractor shall make all equipment available to County during normal business hours for tagging or inventory.
  2. Contractor shall maintain an Equipment Report listing of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The Equipment Report shall specify the quantity, name, description, purchase price, and date of purchase of all equipment.
  3. Annually, Contractor shall submit to the County the Equipment Report. This report is due by July 31 each year and will cover the period from the inception of this Agreement

## EXHIBIT C – TERMS AND CONDITIONS

through June 30 of the preceding fiscal year.

### VIII. CLINICAL REVIEW AND/OR PROGRAM EVALUATION

- A. Contractor shall establish and maintain systems to review the quality and appropriateness of services rendered pursuant to this Agreement in accordance with applicable, Federal, State and County laws, regulations, and directives.
- B. Contractor shall permit, at any reasonable time, County, State and/or Federal government personnel designated by the Director to enter Contractor's premises for the purpose of making periodic inspections (including, but not limited to, examining and auditing records) to determine the fiscal and clinical quality, appropriateness and effectiveness of the services being rendered. Contractor shall furnish the Director with such information as may be required to evaluate fiscal and clinical quality, appropriateness and effectiveness of the services being rendered.
- C. Should a clinical review, program evaluation or chart review by the County, State and/or Federal government identify billed units of service or goods and/or services that are determined disallowable, the Contractor shall repay County for any amount determined disallowable. Method of repayment is detailed in Exhibit B.

### IX. CONFIDENTIALITY

- A. Contractor will comply with applicable laws and regulations regarding the confidentiality of beneficiary information, including but not limited Sections 827, 5328, 10850, and 17006, 18986.40 and 18986.46 of the W&I Code, Division 19 of the State of California Department of Social Services Manual of Policies and Procedures, California Rules of Court Rule 1423 and 1341, Penal Code Section 11167, and Title 45 CFR, Section 205.50 to assure that all applications and records concerning individuals made or kept by any officer or agency in connection with the administration of any service under this Contract will be kept confidential. Contractor and County will maintain the confidentiality of all information and records in accordance with current laws, regulations and policies. Exchange of information will be for the purpose of promoting the best interests of the client and the administration of the program.

Each County and Contractor office will maintain their own confidentiality regulations and guidelines to review and follow. The location of those guidelines shall be known to all employees. The Contractor and County agree to inform all of the employees, agents and subcontracts of the confidentiality provisions and further agree that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor.

- B. Organizations which assist the County in its Medi-Cal functions, and to which the County provides Medi-Cal PII, agree to the same privacy and security safeguards, when applicable, as are those required by federal and state laws and regulations.

#### C. Information Security Incidents

Defined: Information security incidents include, but are not limited to, any event (intentional or unintentional) that causes the loss, damage to, destruction, or unauthorized disclosure of County or Contractor information assets.

Notification: The County/Contractor shall notify the other or its designated agent of any actual or attempted information security incidents, as defined above, within 24 hours of initial detection. Information security incidents shall be reported by telephone or email to:

//

## EXHIBIT C – TERMS AND CONDITIONS

**County:** Alberto Lara, Yolo County Human Resources Director,  
Interim Privacy Officer-Risk Manager/Safety Officer  
[alberto.lara@yolocounty.org](mailto:alberto.lara@yolocounty.org) and

Lee Gerney, Yolo County Chief Technology Officer,  
Information Security Officer  
[lee.gerney@yolocounty.org](mailto:lee.gerney@yolocounty.org), and

Charles Egbert, HHS Privacy Officer  
Health and Human Services Agency  
[charles.egbert@yolocounty.org](mailto:charles.egbert@yolocounty.org)

**Contractor:** CommuniCare Health Centers, Inc.  
Sara Gavin, Chief Behavioral Health Officer  
[Sara@communicarehc.org](mailto:Sara@communicarehc.org)

The Parties may update the names and contact details via written notice to the other party.

Cooperation: Each party shall cooperate in any investigations of information security incidents.

**D.** Isolation of system or device: The system or device affected by an information security incident, and containing County/Contractor confidential data, shall be removed from operation immediately upon discovery of the security incident. It shall remain removed from operation until correction and mitigation measures have been applied. The party where the incident took place must contact the other party prior to placing the system or device, containing County/Contractor confidential data, back in operation. The affected system or device, containing County/Contractor confidential data, shall not be returned to operation until the County/Contractor gives its approval.

**E.** Contractor shall protect from unauthorized disclosure names and other identifying information concerning beneficiaries receiving services pursuant to this Agreement except for statistical information. Contractor shall not use identifying information for any purpose other than carrying out Contractor's obligations under this Agreement.

**F.** Contractor shall not disclose, except as otherwise specifically permitted by state and federal laws and regulations or by this Agreement, any such identifying information to anyone other than the County without prior written authorization from the County or the beneficiary in accordance with state and federal laws.

**G.** For purposes of this Section, identifying information will include, but be limited to, name, identifying number, symbol or other identifying particular assigned to the individual.

**H.** Contractor shall inform all of its employees, agents, subcontractors, and partners of the above provision and that knowing and intentional violation of the provisions of said State law is a misdemeanor.

**I.** Contractor shall comply with, and shall ensure that its officers, agents, employees, participants, and volunteers comply with, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, and its implementing regulations, Part 2 Regulations, and the privacy and security requirements of Exhibit E attached hereto.

**J.** Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with, any additional regulations pertaining to confidentiality that the Federal, State or the County shall so specify that do not conflict with State or Federal regulations.

## EXHIBIT C – TERMS AND CONDITIONS

**K.** In the event that Contractor receives a request or subpoena to provide confidential information regarding any services provided pursuant to this Agreement, Contractor will notify Director immediately by telephone at (530) 661-2945, or by email at [Nolan.sullivan@yolocounty.org](mailto:Nolan.sullivan@yolocounty.org) and by fax at (530) 661-2658.

### **X. DISPUTES**

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

### **XI. TERMINATION**

**A.** Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not fewer than thirty (30) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty days (30) period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not fewer than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

**B.** This Agreement is subject to the County, the State of California and the Federal government appropriating and approving sufficient funds for the payments required by this Agreement. If the County's adopted budget and/or its receipts from the State and the Federal government do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant to this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have been appropriated as required by law.

**C.** The County may terminate this Agreement upon ten (10) days written notice to the Contractor in the event that Contractor becomes excluded, debarred, or suspended from participation from federally funded programs, or the Federal government, State of California, or County has otherwise determined that the Contractor does not meet the requirements for participation in the Medicaid or Medi-Cal program.

**D.** If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.

## **EXHIBIT C – TERMS AND CONDITIONS**

**E.** If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.

### **XII. APPLICABLE LAWS, REGULATIONS, ETC.**

**A.** In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County laws, statutes, ordinances, regulations, and directives (including but not limited to all Federal, State and County letters and notices which set policy and/or provide guidelines for policy and/or performance). This Agreement is also subject to any additional restrictions or conditions that may subsequently be imposed upon the County by the Federal or State government.

**B.** This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

### **XIII. NON-DISCRIMINATION IN SERVICES AND EMPLOYMENT**

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

### **XIV. INDEMNIFICATION**

**A.** Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

**B.** With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the laws or public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo and its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorneys' fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or any subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense

## EXHIBIT C – TERMS AND CONDITIONS

under this Section, Contractor shall utilize counsel approved by the Office of the County Counsel in its reasonable discretion.

C. Any subcontractor must agree to be bound to the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under this Agreement. Any subcontractors must further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work.

### XV. INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

1. *Minimum Scope of Insurance* – Coverage shall be at least as broad as the latest version of the following:
  - a. **Commercial General Liability:** Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
  - b. **Automobile Liability:** Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.
  - c. **Workers' Compensation and Employers' Liability:** Workers' Compensation insurance as required by the State of California and Employers' Liability.
  - d. **Professional Liability (Errors and Omissions)** (If applicable, see below)
2. *Minimum Limits (as applicable)* – Insurance coverage shall be with limits not less than the following:
  - a. **Commercial General Liability** – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).
  - b. **Automobile Liability** – \$1,000,000 per accident for bodily injury and property damage
  - c. **Professional Liability/Malpractice/Errors and Omissions** –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, other licensed professional, or other professional contractor (such as computer and software designer) performs work under this Agreement the Contractor must provide this insurance. If not, then this requirement automatically does not apply.)
  - d. **Workers' Compensation** – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

## EXHIBIT C – TERMS AND CONDITIONS

### 3. *Other Insurance Provisions*

- a. Additional Insured Status** – County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]
  - b. Primary Coverage** – Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from County’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
  - c. Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to County.
  - d. Waiver of Subrogation** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractors may acquire against County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
4. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of County (if agreed to in a written contract or agreement) before County’s own Insurance or self-insurance shall be called upon to protect it as a named insured.
  5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that Contractor changes to a new carrier prior to receipt of any payments due.
  6. Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
  7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

## **EXHIBIT C – TERMS AND CONDITIONS**

- 8.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
  - 9.** The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
  - 10.** For any claims relating to this Agreement, Contractor’s insurance coverage shall be primary, including as respects County, its officers, agents, employees and volunteers. Any insurance maintained by County shall apply in excess of, and not contribute with, insurance provided by Contractor’s liability insurance policy.
- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, County Risk Manager before work commences. Upon County’s request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County’s request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor’s work. Subcontractors hired by Contractor agree to be bound to Contractor and County in the same manner and to the same extent as Contractor is bound to County under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor and/or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor and/or Contractor will provide proof of compliance to County. (Coverage can be provided in the form or an endorsement to Contractor’s insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).
- E.** Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

### **XVI. WORKERS' COMPENSATION**

Contractor shall provide worker's compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

//

## EXHIBIT C – TERMS AND CONDITIONS

### WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of the California Labor Code, Section 3700 that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor; both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

#### XVII. NOTICE

**A.** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

**Contractor:**

CommuniCare Health Centers  
P.O. Box 1260  
Davis, CA 95617  
Melissa Marshall, Executive Director

**County:**

Yolo County Health and Human Services Agency  
137 N. Cottonwood Street  
Woodland, CA 95695  
Nolan Sullivan, Director

**B.** In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

**Contractor:**

[shannong@communicarehc.org](mailto:shannong@communicarehc.org)

**County:**

Contracts Unit: [HHSAContracts@YoloCounty.org](mailto:HHSAContracts@YoloCounty.org)

Contract Administrator: [laura.munoz@yolocounty.org](mailto:laura.munoz@yolocounty.org)

**C.** Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

**D.** All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

#### XVIII. CONFLICT OF INTEREST

**A.** Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

**B.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of

## EXHIBIT C – TERMS AND CONDITIONS

it under this Agreement.

**C.** Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict-of-interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

### **XIX. ASSIGNMENT AND SUBCONTRACTS**

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the County. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

### **XX. STATUS OF CONTRACTOR**

**A.** It is understood and agreed by all the parties hereto that Contractor is an independent contractor, and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

**B.** It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

### **XXI. FEDERAL/STATE DEBARMENT/EXCLUSIONS**

**A.** Contractor shall not permit any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners to provide services pursuant to this Agreement if such individual has been excluded or debarred from any Federal or State program.

**B.** Contractor shall verify that each of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, is not excluded or debarred from participating in or being paid for participation in any Federal or State program within thirty (30) days of such person or entity becoming Contractor's officer, agent, employee, contractor, subcontractor, volunteer, or five percent (5%) owner, and thereafter not less frequently than once each year.

**C.** Contractor shall notify County, within twenty-four (24) hours of Contractor's knowledge, of any action taken by local, State or Federal agencies to exclude or bar Contractor, or any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners from any Federal or State program. Contractor shall also notify County within twenty-four (24) hours of any event or condition that occurs or which may arise which could lead

## EXHIBIT C – TERMS AND CONDITIONS

to Contractor's, or any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners 'exclusion or debarment from any Federal or State program.

**D.** Contractor shall provide County information as requested by the Director regarding the status of Contractor's principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners regarding their participation, exclusion or debarment from any Federal or State program.

**E.** Any other provision of this Agreement notwithstanding, Contractor shall not be entitled to any compensation for any services provided pursuant to this Agreement by any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investigators, other person with management or supervisory responsibilities related to a covered transaction; or affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners who has been excluded or debarred from any Federal or State program.

### **F. DEBARMENT AND SUSPENSION CERTIFICATION**

**1.** By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

**2.** By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- b.** Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B(2) herein; and
- d.** Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- e.** Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
- f.** Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets for the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

//

//

## **EXHIBIT C – TERMS AND CONDITIONS**

### **XXII. FALSE CLAIMS ACT**

**A.** The Contractor acknowledges that the California False Claims Act (Cal. Govt Code §§ 12650 et seq) and the Federal False Claims Act (31 U.S.C Chapter 38--Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this agreement.

**B.** Contractor and its employees, contractors, and agents shall read, acknowledge receipt of, and comply with all provisions of the County's policies and procedures designed to detect and prevent fraud, waste, and abuse in the provision of medical assistance, in accordance with 42 USC 1396(a) (68) (section 6032 of the Deficit Reduction Act and the Federal False Claims Act (31 U.S.C. §§3729-3733). Failure to comply with any of these policies and procedures is a material breach of this contract and grounds for termination for cause.

**C.** Contractor shall certify, on an annual basis that it, and all of its employees, contractors, and agents have read and understand the County's policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance, as referenced above. This certification shall be submitted with the provider's annual cost report. In addition, at the time Contractor hires a new employee, contractor, or agent, Contractor will certify that individual has read and understands the County's policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance.

### **XXIII. COVENANTS AND CONDITIONS**

Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

### **XXIV. THIRD PARTY RIGHTS**

Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

### **XXV. AMENDMENT**

Except as provided under Section IV., of the Agreement, this Agreement may be amended only by written instrument signed by the County and Contractor; provided, however, that the County may unilaterally amend this Agreement, in whole or in part, as needed to align terms with any applicable laws, regulations including any applicable CDSS issued regulations or sub-regulatory guidance; or to reflect any changes to same.

### **XXVI. WAIVER**

The waiver by the County or any of its officers, agents, or employees, or the failure of the County or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of

## **EXHIBIT C – TERMS AND CONDITIONS**

such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

### **XXVII. PUBLIC RECORDS ACT**

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

### **XXVIII. AUTHORIZED REPRESENTATIVE**

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

**EXHIBIT D – CONTRACT BUDGET**

<b>CommuniCare Health Centers</b>		
<b>CalWORKs Mental Health</b>		
	Cost Items	Fiscal Year 2022-23 May 1, 2023 through June 30, 2023
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$53,984.00
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$8,097.33
2	Operating	\$992.00
3	Direct to Clients	\$0
4	<b>Total</b>	<b>\$63,073.33</b>

<b>CommuniCare Health Centers</b>		
<b>CalWORKs Mental Health</b>		
	Cost Items	Fiscal Year 2023-24 July 1, 2023 through June 30, 2024
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$323,901
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$48,585
2	Operating	\$5,427
3	Direct to Clients	\$0
4	<b>Total</b>	<b>\$377,913</b>

<b>CommuniCare Health Centers</b>		
<b>CalWORKs Mental Health</b>		
	Cost Items	Optional Extensions July 1 <sup>st</sup> through June 30 <sup>th</sup>
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$323,901
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$48,585
2	Operating	\$5,427
3	Direct to Clients	\$0
4	<b>Total</b>	<b>\$377,913</b>

## **EXHIBIT E – HIPAA COMPLIANCE**

- (a) Contractor shall comply with, and assist the County in complying with, the privacy and security requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; “HIPAA”) and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162, and 164), hereinafter collectively referred to as the “Privacy Rule” and “Security Rule.” Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms are used in the Privacy Rule and Security Rule.
- (b) Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information (including but not limited to Electronic Protected Health Information) to perform functions, activities, or services for or on behalf of the County as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the County.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- (f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- (g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR 164.524.
- (i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR 164.526 at the request of the County or an Individual, in the time and manner designated by the County.
- (j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (k) Contractor shall provide to the County or an Individual, in time and manner designated by the County, information collected in accordance with subSection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County, or at the request of the County to the Secretary of the United States Department of Health and Human Services (“Secretary”), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.
- (m) Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by HIPAA.

## **EXHIBIT E – HIPAA COMPLIANCE**

- (n) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it.
- (o) Contractor shall report to the County any security incident of which it becomes aware.
- (p) (1) Except as provided in subparagraph (2) of this section, upon termination of this Agreement for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
- (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
- (3) The respective rights and obligations of Contractor concerning the Privacy Rule and the Security Rule, including but not limited to the provisions of this Section, shall survive the termination of this Agreement.
- (q) The Parties agree to take such action as is necessary to amend this Agreement from time-to-time as is necessary for the County to comply with the requirements of the Privacy Rule, Security Rule, or any other requirements of HIPAA and its implementing regulations.

**EXHIBIT F – PERFORMANCE MEASURES**

<b>CalWORKs EMPLOYMENT SERVICES: MENTAL HEALTH</b>		<b>HHSA</b>	<b>Laura Munoz</b>										
<b>Program Purpose</b>	To provide mental health (MH) services for California Work Opportunity and Responsibility Services to Kids (CalWORKs) Employment Services (CWES) clients in Yolo County to help them overcome barriers to achieve and maintain permanent, unsubsidized employment.												
<b>Program Information</b>	<p>To provide mental health assessments and/or referrals to any eligible Yolo County residents that fit the target population. To assist in preventing the unnecessary separation of children from their families, improve the quality of care and services to children and their families, and ensure permanency for children by reuniting them with their parents, by adoption or by other permanent living arrangement by providing services to CalWORKs children who may also be in the Child Welfare system.</p> <p>Mental health services are available to eligible CalWORKs Welfare to Work program participants with barriers to employment. Services are also available for the participants' children, if the children's conditions cause barriers to the parent's employment. The Welfare to Work participants can be referred at any time during their eligible period. Services may be individual, group and/or family based and can include support groups, medication evaluation and other support as needed.</p>												
<b>PM1: How much did we do?</b>													
<b>STAFF</b>	<b>Total FTEs:</b>												
1.1	<table border="1"> <thead> <tr> <th>FTE</th> <th>CLASSIFICATION</th> </tr> </thead> <tbody> <tr> <td>.05</td> <td>Associate Director of Youth and Family Services</td> </tr> <tr> <td>.10</td> <td>Youth and Family Services Manager</td> </tr> <tr> <td>3.0</td> <td>Behavioral Health Clinician</td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>			FTE	CLASSIFICATION	.05	Associate Director of Youth and Family Services	.10	Youth and Family Services Manager	3.0	Behavioral Health Clinician		
FTE	CLASSIFICATION												
.05	Associate Director of Youth and Family Services												
.10	Youth and Family Services Manager												
3.0	Behavioral Health Clinician												
1.2	# of participants in Mental Health activities:												
1.3	# of participants provided Mental Health activities by location:												
1.4	# of assessments completed:												
1.5	# of referrals to other community and CalWORKS Services:												
<b>PM2: How well did we do it?</b>													
2.1	% of participants access Mental Health services within 14 days:												
2.2	% of participants with a Dx visit who had at least 1 visit (Dx/follow up) within 14 days?												
2.3	% of participants with a Dx visit who had at least 2 visits (Dx/follow up) within 30 days?												
<b>PM3: Is anyone better off?</b>													
3.1	# of participants who completed successfully that did not return for another treatment episode within 6 months.												
3.2	# of participants who successfully met their treatment goals and are fully engaged in Welfare to Work services.												

**EXHIBIT G – Vendor Assurance of Compliance-Nondiscrimination in State and Federally Assisted Programs  
Communicare HealthCare Centers, Inc/CalWORKs Mental Health Services**

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

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

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

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