

BOS No.
 Infor Po No.
 Infor Ref No.

AGREEMENT
 (Short-Form Agreement)

THIS AGREEMENT is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and Yolo Crisis Nursery (“Contractor”), jointly referred to as the “Parties” herein and who agree as follows:

- A. Contractor shall provide crisis respite care as set forth in Exhibit A. Contractor represents and warrants that it has all necessary training and qualifications to provide such services.
- B. The term of this Agreement shall be from **July 1, 2023 through June 30, 2024** unless sooner terminated as provided in this Agreement. At the County’s option, 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”).

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 30 days advance written notice to the other party.

- C. The complete Agreement shall include the following exhibits and attachment(s) attached hereto and incorporated herein:

- Exhibit A – Scope of Services
- Exhibit B – Terms of Payment
- Exhibit C – Insurance Requirements
- Exhibit D – Contract Budget
- Exhibit E – HIPAA Compliance
- Exhibit F – Performance Outcomes

The County and Contractor shall each comply with all the terms and conditions set forth in these exhibits and attachment(s). In the event of any conflict between any of the provisions of this Agreement (including exhibits and attachments), the provision that requires the highest level of performance from Contractor for the County’s benefit shall prevail.

- D. 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.
- E. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2024** shall be no greater than **ONE HUNDRED THOUSAND DOLLARS (\$100,000)** specified as follows:

Fiscal Year 2023-24 July 1, 2023 through June 30, 2024	Total
\$100,000	\$100,000

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F. OPTION YEARS: The County may exercise its option to extend the term of the Agreement pursuant to Section B. above. Upon request of the County, Contractor shall provide a contract budget for each option year in conformance with the requirements of this Agreement. The option year contract budgets shall be sent to HHSAContracts@yolocounty.org for review and approval by the Director. If the County elects to take its option, County shall notify the Contractor in writing. The notice shall include the revised agreement term, approved funding amount to be added to the Agreement; and revised agreement maximum compensation, subject to the maximums set forth below:

Option Year/ Fiscal Year (OY/FY)	Revised Agreement Expiration Date Per OY/FY	Maximum Increased Funding Amount Per OY/FY	Revised Agreement Lifetime Maximum Per OY/FY
OY/FY 2024-25	On or before June 30, 2025	Less than or equal to \$100,000	Less than or equal to \$200,000
OY/FY 2025-26	On or before June 30, 2026	Less than or equal to \$100,000	Less than or equal to \$300,000
OY/FY 2026-27	On or before June 30, 2027	Less than or equal to \$100,000	Less than or equal to \$400,000
OY/FY 2027-28	On or before June 30, 2028	Less than or equal to \$100,000	Less than or equal to \$500,000

In no event shall the term of the Agreement extend beyond **June 30, 2028**, nor shall the total contract maximum exceed the amount of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)**, 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.

G. Contractor, at its sole cost and expense, shall obtain and maintain throughout the entire term of this Agreement, the insurance set forth in Exhibit C.

H. To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless the County, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the Contractor, its officers, agents, or employees. Contractor/Subcontractor 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 under this Section, Contractor shall use counsel reasonably acceptable to the County Counsel.

I. ASSIGNMENTS AND SUBCONTRACTS

1. No performance of this Agreement or any portion thereof may be assigned or subcontracted without the express mutual consent of the Parties.
2. Please see Exhibit C for requirements regarding subcontractor insurance and indemnity provisions.

J. Contractor shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. Contractor shall defend County and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that Contractor has violated any applicable law or regulation.

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- K.** This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from California and the United States 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 even 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 under this Agreement.
- L.** If Contractor fails to perform any part of this Agreement, the County may notify the Contractor of the default and Contractor shall remedy the default. If Contractor fails to do so, then, in addition to any other remedy that County may have, County may terminate this Agreement and withhold any or all payments otherwise owed to Contractor pursuant to this Agreement.
- M.** If licenses &/or certificates are required by Contractor's profession, by entering into this Agreement Contractor certifies that he/she/it shall currently have such licenses &/or certificates in good standing, shall maintain them throughout this Agreement, and that Contractor's performance will meet the standards of licensure/certification.
- N.** Contractor understands that he/she/it is not an employee of the County and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.
- O.** Contractor will hold in confidence all information disclosed to or obtained by Contractor which relates to activities under this Agreement and/or to the County's plans or activities. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of the County. Contractor shall deliver all of the foregoing to the County upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, Contractor shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than **four (4) years** and shall make them available to County for audit and discovery purposes.
- P.** This Agreement constitutes the entire agreement of the Parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both Parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.
- Q.** This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by 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.

R. OPTION YEAR AND AMENDMENT AUTHORITY

- 1.** Director's Authority: The Director may exercise the option year(s) and execute related option year letters in conformance with the conditions of Section F of this Agreement.
- 2.** 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.

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- 3. 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.

S. NOTICES

- 1. 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:	County:
Yolo Crisis Nursey	Yolo County Health and Human Services Agency
1107 Kennedy Place, Suite 5	137 N. Cottonwood Street
Davis, CA 95616	Woodland, CA 95695
Heather Sleuter, Executive Director	Nolan Sullivan, Director

- 2. 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:	County:
hsleuter@yolocrisisnursery.org	Contracts Unit: HHSACONTRACTS@Yolocounty.org
	Contract Administrator: salaam.shabazz@yolocounty.org

- 3. 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.
- 4. 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.

[Signatures Follow]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the last date signed below herein by affixing their signatures hereafter.

CONTRACTOR

DocuSigned by:
Heather Steuter
CE15A30E7925400...
Heather Steuter, Executive Director
Yolo Crisis Nursery

Date: 6/13/2023

COUNTY OF YOLO

Oscar E. Villegas, Chair
Board of Supervisors

Date: _____

DocuSigned by:
Nolan Sullivan
D196B33D5DAB46E...
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*
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 a confidential location and administration will be conducted at the following location(s):

1107 Kennedy Place, Suite 5
Davis, CA. 95616

II. PURPOSE

The Yolo Crisis Nursery provides intensive services during the day and overnight, 24 hours per day. The Yolo Crisis Nursery provides Child Care to infants and toddlers. Nursery is open 7am to 7pm Monday through Friday and operates after hours and overnight as needed. The Yolo Crisis Nursery provides emergency shelter care on a voluntary basis for children five years of age and under.

III. TARGET POPULATION

Contractor keeps the youngest and most vulnerable children birth to age five, safe during times of family crisis and has a focus on the overall well-being of the family. The nursery provides intensive services for families at times they are facing crisis or hardship. Contractor provides a safe environment and supervision for children day or night. Families are also supported to connect with community resources to reduce isolation, lower stress levels and resolve the crisis or hardship. The top five reported reasons for using the crisis nursery intensive services are unexpected loss of childcare, unexpected loss of housing, unexpected medical/mental health crisis, and unexpected loss/change of employment. The root of reported reason can be domestic violence, substance use problems, chronic poor health, eviction and other crisis. Contractor is licensed by Community Care Licensing as a Crisis Nursery and Child Care Center.

IV. PROGRAM REQUIREMENTS

- A. Contractor to administer a pre and post needs assessment and exit survey.
- B. All Contractor employees are required by law to report all known or suspected cases of child abuse or neglect, as set forth in Penal Code 11166[g]. If child abuse, neglect or a new incident is reasonably suspected or if an individual shares information with an employee leading him/her to believe abuse or neglect has taken place, a report must be made, as set forth in Penal Code 11166[a]
 - 1. To make a report, an employee must contact Yolo County Child Abuse Hotline: 530-669-2345 or 530-669-2346 or after hours: 800-400-0022
- C. Provide each enrolled client and family with referrals and resources, and relevant handouts to connect them to appropriate services in County.
- D. Contractor shall provide prompt interventions to mitigate the dangers, risks and harms identified.
 - 1. Access, coordination, and linkage to appropriate and suitable services and community supports
- E. Contractor shall maintain a resource list:
 - 1. Up to date listing of available programs and services across a range of funding sources;
 - 2. Collaborative relationships with community partners to facilitate linkages.

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EXHIBIT A – SCOPE OF SERVICES

V. PERFORMANCE MEASURES

- A. Contractor shall adhere to the Performance Outcome Measures as developed in a Results Based Accountability (RBA) model as specified in Exhibit F. The RBA is developed in a framework which answers the following questions:
1. How much did we do?
 2. How well did we do it?
 3. Is anyone better off?
- B. Contractor shall submit results on a quarterly basis.

VI. SERVICES

Summary of Specific Contracted Services:

- A. **Crisis Care (overnight)** provides 24 hours of care for children of voluntary families in crisis—capacity of up to 4 children. The Crisis Nursery maintains a child to personnel ratio 4:1. Crisis care requires a Crisis Nursery Administrator, a Lead Caregiver, a Family Service Coordinator, and Counselors. The facility is licensed by Community Care Licensing as a Crisis Nursery to provide these services.
- B. **Crisis Care (day)** provides childcare only during the day for children of voluntary families in crisis. The Crisis Nursery maintains a child to personnel ratio of 3:1. Crisis care requires a Crisis Nursery Administrator, a Lead Caregiver, a Family Service Coordinator, and Counselors. The facility is licensed by Community Care Licensing as a Crisis Nursery to provide this service.
- C. **The facility has two Child Care Centers**, one for infants and one for preschoolers and provides these services:
1. Case management
 2. Specialized infant day care and Pre-school
 3. Early intervention
 4. Outreach
 5. Daycare
 6. Crisis care
- D. Contractor shall function as a safe and healthy place where parents may voluntarily place their children in times of turmoil, since instances of child abuse or neglect significantly increase when caregivers experience high levels of stress without resources, support or relief. Children can stay for a few hours and up to 30 days at a time, when their families need help. Contractor is part of the Regional Crisis Nursery Collaboration. All of those in the collaborative are utilizing the basic crisis nursery model per licensing requirements. While providing shelter and care for the children, the Contractor's Service Coordinator shall provide case management services to the parents/guardians of the children, The Family Service Coordinator creates visitation and case plans for the child and the parents. There are also support services available to families while their children are placed at the Crisis Nursery. These services include: food, shelter, personal hygiene, transportation support, assessment and referrals for children, crisis intervention, parent's assistance, nutritional advice, problem-solving assistance, support networks and linkage to medical services. The Contractor provides day care with a preschool component.

The families who are referred to Contractor are actively in crisis, have a potential to be in crisis or as accessing prevention services that have children who are between the ages of 0 to 5 years old. The nursery services are free to those parents who place their children in the nursery on a voluntary basis. Families

EXHIBIT A – SCOPE OF SERVICES

are expected to have regular contact with their children while they are placed in the Yolo Crisis Nursery. Families are also included in the process of case planning. Families are fully supported in their engagement of their plan. As part of the case planning, the Family Service Coordinator helps the family to explore their natural supports to assist in providing ongoing support to use after utilizing the Yolo Crisis Nursery services.

The counselors at the nursery are responsible for adhering to State of California Community Care Licensing regulations in their provision of care for the children. The children are involved with age appropriate activities, structured and instructed. When appropriate, parents/caregivers are invited to participate in activities that focus on positive parent-child interactions and behavior management. When the parents/caregivers visit their children, they are assisted with beginning and ending the visits smoothly. The counselors also assist the parents/caregiver if he/she is having difficulty during the visit. The counselors are trained to recognize developmental concerns related to the children. These concerns are referred to the Contractor's case manager who explores the concerns more thoroughly, and when appropriate, arrange and/or treatment may entail psycho-social, attachment, psychiatric, development, speech and language and medical issues.

Contractor staff work and collaborate with other community service providers such as with Yolo County Children's Alliance, Yolo County First Five Family Focus Forums, the Homeless Round Table Collaborative, CommuniCare Health Centers, Empower Yolo, and Child Welfare Services. The goal of collaboration is to ensure that each child and family's needs are identified, and necessary resources are accessed. Parents are provided with additional resources through referrals for a variety of services such as home finding assistance, substance abuse treatment, parent education, anger management, family therapy, job training, mentor services, medical/dental services, preparation of nutritious meals, household management, and/or psychiatric services. Contractor shall provide or arrange transportation to services for the nursery children and their parents.

Contractor staff shall conduct screenings over the phone, assessment in person, and case plan goals the same day as intake. Upon discharge, the parents/caregivers complete an exit interview to ensure the child is returning to a safe environment. When children leave the nursery, they are sent home with several outfits, a blanket, hygiene products and toys. After the child is discharged, formal case management may continue in the form of follow-up phone calls and/or home visits, with a focus on encouraging parents/caregivers to continue utilizing community services in their area. Any time the parents/caregivers need support, respite services or assistance in finding additional resources they are encouraged to call the Contractor's case manager.

EXHIBIT B – TERMS OF PAYMENT

I. 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 R., Option Year and Amendment Authority, of this Agreement.
- C. In the event the County requests an updated budget for any option year, the option year budget shall be approved in conformance with Section F. of this Agreement, in the sole discretion of the HHSA Director.

II. METHOD OF PAYMENT

- A. Contractor shall submit such claims for payment to the County no later than forty-five (45) days after completion of the quarter in which services have been rendered. Any claim that is submitted and rejected due to lack of necessary information must be resubmitted within twenty (20) days of the date of the initial rejection.
- B. Claims for payment may be submitted to the County in an electronic format at HHSA.AccountsPayable@yolocounty.org. All claims shall be submitted with any required supporting documentation accompanying the claim. If a claim contains confidential client information, the claim and supporting documentation must be encrypted for transmission.

Claims, with any required supporting documentation, may also be submitted via US Postal Service mail addressed to:

Yolo County Health and Human Services Agency
137 N. Cottonwood Street, Suite 2400
Woodland, CA 95695
Attn: Accounts Payable

- C. County shall pay Contractor quarterly for one-fourth of the contract budget(s) attached hereto as Exhibit D in conformance with the below for services that have been provided in accordance with the provision of this Agreement.
- D. County shall authorize payment within forty-five (45) days of the receipt of Contractor's appropriate claim, required reports, and any further documentation requested by the County for purposes of this Agreement.
- E. 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.
- F. Late claims submitted with a written request within a reasonable timeframe, if it is due to circumstances beyond the control of the Contractor, may be approved by the Director for claim submission.
- G.
 - 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.

EXHIBIT B – TERMS OF PAYMENT

- 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 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.
- H.** Any other provision of this Agreement notwithstanding, because this Agreement is funded by the State Contracts, 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 State, and the absence or removal of any constraints imposed by the State upon such receipt and payment.
- I.** 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.
- J.** Contractor shall hold harmless the State and clients in the event that the County does not pay for services in accordance with this Agreement.

EXHIBIT C – INSURANCE REQUIREMENTS

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.

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 or 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.]

EXHIBIT C – INSURANCE REQUIREMENTS

- 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.
 - 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.

EXHIBIT C – INSURANCE REQUIREMENTS

- 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 Agreement 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.

EXHIBIT D – CONTRACT BUDGET

Yolo Crisis Nursery		
Crisis Respite Care Services		
	Cost Items	Fiscal Year(s) July 1st through June 30th
1	Crisis Respite Care Services	\$100,000
2	Total	\$100,000

EXHIBIT E - HIPAA COMPLIANCE

- I.** The County and Contractor shall protect the privacy and provide for the security of protected health information (PHI) pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws (collectively “the Privacy Laws”.) The requirements of the Privacy Laws include but are not limited to: the use of methods of encryption for any electronic submissions containing PHI; and specific notice requirements should there be a security incident as defined in 45 CFR §164.304 or breach of unsecured PHI as defined by 45 CFR §164.402.
- II.** Pursuant to HIPAA and the other Privacy Laws, as set forth in, but not limited to, 45 CFR §§164.314(a), 164.502(e) and 164.504(e), the County and Contractor may be required to enter into a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement containing the specific requirements regarding Contractor’s acquisition, access, use, or disclosure of PHI prior to such acquisition, access, use, or disclosure of PHI. If the County determines, in its sole discretion, that a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement is required, the parties mutually agree to execute same.
- III.** Contractor shall report, as soon as reasonably practicable, within 24 hours for security incidents, as defined in 45 CFR §164.304, and one (1) hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to:

 1. Alberto Lara, Yolo County Human Resources Director, Interim Privacy Officer-Risk Manager/Safety Officer at alberto.lara@yolocounty.org and
 2. Lee Gerney, Yolo County Chief Technology Officer, Information Security Officer- at lee.gerney@yolocounty.org, and
 3. Charles Egbert, HHS Privacy Officer at Charles.Egbert@yolocounty.org, and
- IV.** The provisions of this **Exhibit E** shall survive the termination, expiration, or cancellation of this Agreement.

EXHIBIT F – PERFORMANCE MEASURES

Respite Care Services		Yolo Crisis Nursery	Heather Sleuter
Program Purpose	Increase child and family safety and well-being through intensive services participation		
Program Information	<ul style="list-style-type: none"> • Provide early intervention services for at risk children and families. • Provide Crisis Nursery services, day or night 24/7. • Provide Specialized Infant day care and Pre-School for subsidized childcare and available to special needs children. • Outreach is conducted for community agencies and organizations serving at-risk families: homeless and domestic violence shelters, religious organizations, local motels, and schools to raise awareness of Crisis Nursery services and the option of overnight crisis care. • Daycare offered to foster-kinship families during the first 30 days of placement. • Appropriate and supportive family-preservation case management is provided to all families served in the Crisis Nursery. Clients are assessed at intake, exit, 30, 60, 90 days, and 1-year. • Developmental screening for children and families that use the Crisis Nursery. • Trauma informed care; lower child staff ratios, Crisis Care with on-going specialized day care/preschool. • Providing essential items to families to those without adequate resources and to community partners. Care packages offered to any family in Yolo County in need 		
PM1: How much did we do?			
1.1	# FTE		
1.2	# of overnight crisis care utilized		
1.3	# of crisis care utilized		
1.4	# of subsidized child care utilized		
1.5	# of Foster children served		
PM2: How well did we do it?			
2.1	# and % of parents/caregivers who report that they left the nursery at drop-off confident that their child would be well cared for		
2.2	# and % of parents/caregivers who were satisfied with services received		
2.3	# and % of Parents/Caregivers who successfully met Yolo Crisis Nursery Intensive Services case plan goals		
2.4	# and % of Parents/Caregivers who were assessed using needs assessment tool		
PM3: Is anyone better off?			
3.1	# and % of children served who avoid entry into Child Welfare Services at time-of-service exit		
3.2	# and % of families with a decrease in their Needs Assessment score at time-of-service exit		
3.3	# and % of parents/caregivers who report a decrease in level of stress at time-of-service exit		

Submit the Performance Outcome Measures Quarterly via email to: HHSAQualityManagement@yolocounty.org