

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

THIS AGREEMENT (“Agreement”) is made and entered into as of the last date signed below by and between the County of Yolo, a political subdivision of the State of California (“County”) and Yolo County Children’s Alliance, a California nonprofit corporation (“Contractor”), jointly referred to as the “Parties” herein and who agree as stated below.

**WHEREAS**, County desires to obtain Voluntary Income Tax Assistance (VITA) Program services; and

**WHEREAS**, County requires that all subcontracts be governed by and construed in accordance with all applicable laws, regulations, and contractual obligations set forth in the Agreement, and that all County subcontractors (including but not limited to Contractor) comply with such terms and conditions; 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 owners being excluded or debarred from any Federal or State program; and

**WHEREAS**, Contractor further represents and warrants to 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 County as herein specified; that it will be able to perform the herein described services at minimum cost to 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 here: <https://www.yolocounty.org/about-us/mission-values-strategic-plan>.

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

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

**I. TERM**

**A.** The term of this Agreement shall be from **January 1, 2024 through December 31, 2024**, unless sooner terminated as provided in this Agreement. At 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 their designee (“Director”).

**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 of this Agreement.

**II. SERVICES**

**A.** Contractor shall furnish and perform the services set forth in the Scope of Services attached to this Agreement 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 any regulatory or sub-regulatory guidance issued by County, or authorized federal and state government agencies.

**C.** Contractor shall also comply with the terms and conditions set forth in County’s Accounting Handbook for Community Based Organizations (CBOs) and Contract Administration Manual for CBOs (copies of which are available to Contractor at the following website:  
<https://www.yolocounty.org/business/community-based-organization-cbo-resources>)

**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 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 **December 31, 2024**, shall be no greater than **ONE HUNDRED THOUSAND DOLLARS (\$100,000)** specified as follows:

<u>Initial Term</u> January 1, 2024 through December 31, 2024
<b>\$100,000</b>

**2.** Option Years: County may exercise its option to extend the term of the Agreement pursuant to Paragraph I.A., above. Upon request of 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](mailto:HHSAContracts@yolocounty.org) for review and approval by the Director. In the event that County elects to exercise an option, County shall notify Contractor in writing. 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:

<b>Optional Period (OP)</b>	<b>Revised Agreement Expiration Date Per OP</b>	<b>Maximum Increased Funding Amount Per OP</b>	<b>Revised Agreement Lifetime Maximum Per OP</b>
January 1, 2025 through December 31, 2025	On or before December 31, 2025	Less than or equal to \$100,000	Less than or equal to \$200,000
January 1, 2026 through December 31, 2026	On or before December 31, 2026	Less than or equal to \$100,000	Less than or equal to \$300,000
January 1, 2027 through December 31, 2027	On or before December 31, 2027	Less than or equal to \$100,000	Less than or equal to \$400,000
January 1, 2028 through December 31, 2028	On or before December 31, 2028	Less than or equal to \$100,000	Less than or equal to \$500,000

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In no event shall the term of the Agreement extend beyond **December 31, 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.

C. County shall pay Contractor using a combination of funding sources, as 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 then current 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.

**V. ENTIRE AGREEMENT**

A. 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 – Terms and Conditions
- Exhibit D – Contract Budget
- Exhibit E – HIPAA Compliance
- Exhibit F – Performance Measures
- Exhibit G – Contractor Confidentiality Certification
- Exhibit H – Officers, Agents, Employees, Participants and Volunteers Certification of Confidentiality Form

B. County and Contractor shall each comply with 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 County’s benefit shall prevail.

C. This Agreement constitutes the entire agreement between County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

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BOS No. TBD  
Infor 11 Contract No. TBD  
Cobblestone No. 1886

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

**CONTRACTOR**

**COUNTY OF YOLO**

\_\_\_\_\_  
Jeneba Lahai, Executive Director  
Yolo County Children’s Alliance

\_\_\_\_\_  
Tonia Murphy, Procurement Manager  
General Services Department

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

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

\_\_\_\_\_  
Nolan Sullivan, Director  
Health and Human Services Agency

Approved as to Form:  
Phillip 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 Yolo County location(s):

**Woodland:** 175 Walnut Street, 95695

**Davis:** 315 E 14<sup>th</sup> Street and 760 Orchard Road, 95616

**Esparto:** 17317 Fremont Street, 95627

**West Sacramento:** 1212 Merkley Avenue, 95691

### II. PURPOSE

To provide free tax preparation assistance throughout Yolo County, promote as many lower income Yolo County residents as possible to file their federal income taxes and claim their earned income tax credit, child tax credit, and any other credits for which they qualify.

### III. TARGET POPULATION

The following Yolo County residents: students, low-income, elderly, disabled and limited English-speaking.

### IV. REQUIREMENTS

To provide Voluntary Income Tax Assistance (“VITA”) services evenly across Yolo County and ensure any local family needing assistance preparing their taxes has access to do so. To provide services in a culturally competent and friendly environment providing bilingual support in Spanish or Russian as needed.

### V. SERVICES

- A. Contractor shall coordinate income tax assistance activities throughout Yolo County and between Yolo County Children’s Alliance, Empower Yolo, and RISE Inc.
  1. Contractor shall create monthly VITA activity and event calendars.
  2. Contractor shall distribute activities/events/informational calendars to at least twenty (20) Yolo County social service organizations and agencies as well as other locations where potential clients would see them (e.g. laundromat, market).
  3. Contractor shall coordinate collaboration and partnership with United Way Capital Region VITA coalition.
- B. Contractor shall collaborate with other VITA service providers within Yolo County and shall:
  1. Identify any other VITA providers within Yolo County and invite them to participate with the coalition; and
  2. Include their VITA activities and events on VITA activity event calendars.
- C. Contractor shall ensure staff and volunteers who provide VITA services receive necessary IRS training.
- D. Contractor shall provide at least one (1) Super Saturday event in the city of West Sacramento and at least one (1) Super Saturday event in the city of Woodland.
- E. Contractor shall ensure staff with bilingual skills are available to assist non-English speaking households with services, using an alternative method if staff do not possess the language skill.

## **EXHIBIT A – SCOPE OF SERVICES**

- F.** Contractor shall provide free income tax preparation assistance to households that are eligible for the service.
- G.** Contractor shall ensure client confidentiality safeguards are in place.
- H.** Contractor shall collect and submit a Monthly Progress Report (MPR) and client satisfaction surveys. See, Exhibit C, Section IV.A. for details about these reports.

## EXHIBIT B – TERMS OF PAYMENT

### I. METHOD OF PAYMENT

- A.** Contractor shall submit a claim/invoice for payment to County no later than thirty (30) days after completion of the month in which services have been rendered. Any claim/invoice that is submitted and rejected due to lack of necessary information must be resubmitted within fifteen (15) days of the date of the initial rejection.
- B.** **1.** Claims/invoices for payment may be submitted to County in an electronic format. All claims/invoices shall be submitted with any County 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: [HNSA.AccountsPayable@yolocounty.org](mailto:HNSA.AccountsPayable@yolocounty.org) and [Soua.Moua@yolocounty.org](mailto:Soua.Moua@yolocounty.org)
- C.** County shall pay Contractor for actual expenditures in conformance with the contract budget(s) attached hereto as Exhibit D.
- 1.** Contractor shall adhere to the contract budget(s) in performing services that have been authorized and provided in accordance with the provisions of this Agreement.
- 2.** Amendments to the contract budget(s) 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. Contract budget amendments must be approved pursuant to Section IV. of this Agreement.
- 3.** In the event the County requests an updated contract budget for any option year, the option year budget shall be approved in conformance with Section III(B2) of this Agreement, in the sole discretion of the HNSA Director.
- D.** 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.
- E.** **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 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.

## **EXHIBIT B – TERMS OF PAYMENT**

**F.** 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.

## EXHIBIT C – TERMS AND CONDITIONS

### I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY

Contractor represents and warrants to 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 County as herein specified; that it will be able to perform the herein described services at minimum cost to County by virtue of its current and specialized knowledge of relevant data, issues, and conditions. County is relying upon this representation in entering into this Agreement.

### II. PERSONNEL; PERFORMANCE STANDARDS

**A.** Contractor shall furnish professional personnel in accordance with applicable Federal and State regulations, including the County, and any 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.** 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.

**C.** 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.** Records include but are not limited to: financial and client records as described below and all other physical and electronic records and documents originated or prepared pursuant to Contractor's performance under this Agreement including but not limited to: working papers, reports, financial records and documents of account, patient records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

#### **B. Financial Records**

**1.** Contractor shall maintain financial records and other evidence, sufficient to support all direct and indirect costs of whatever nature that are claimed to have been incurred in the performance of this Agreement. These may include but are not limited to: complete client service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed, books, accounting procedures and practices, and audit work papers.

**2.** Contractor shall preserve and make available his/her financial records for a period of ten (10) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.

**a.** If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final settlement.

**b.** If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.

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## EXHIBIT C – TERMS AND CONDITIONS

C. 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 records. All records shall be made available to the County in an electronic format readable by the County.

D. Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to any secure electronic data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, Contractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records.

E. This section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

### IV. REPORTS

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, including any data and information required by State and/or Federal government for the County to receive funds used for these services. All reports must be submitted as prescribed by this Agreement or as otherwise reasonably requested by the Director.

#### A. Program Reports

1. Contractor shall collect and submit a Monthly Progress Report (MPR) via email to [Soua.Moua@yolocounty.org](mailto:Soua.Moua@yolocounty.org). The MPR shall include, but is not limited to, the following information:

- a. Number of tax preparations completed under the VITA program (federal and state) by site;
- b. Number of clients assisted that did not file;
- c. Dollar amount of federal taxes refunded;
- d. Dollar amount of state taxes refunded;
- e. Number of certified tax preparers and total hours worked per site;
- f. Number of non-certified volunteers/staff and total hours worked per site; and
- g. Hours/days of operations.

2. Contractor shall collect client satisfaction surveys and provide results to County annually by June 30<sup>th</sup>. The surveys shall be submitted via email to [Soua.Moua@yolocounty.org](mailto:Soua.Moua@yolocounty.org).

#### 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 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: [Soua.Moua@yolocounty.org](mailto:Soua.Moua@yolocounty.org)

#### C. Fiscal Year Annual Reports

1. Equipment Report (See Section IX., below)  
Due date: July 31, following the completion of a fiscal year
2. Certified Audited Financial Reports (see Section V., below)

## EXHIBIT C – TERMS AND CONDITIONS

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.

All annual 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 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 ten (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 (Gov't Code § 8546.7.)

**E.** 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.

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

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

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.

**G.** This section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

### **VI. 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.

### **VII. 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.

**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.

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

**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).

### **VIII. CONFIDENTIALITY, PRIVACY AND SECURITY**

**A.** Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with:

1. all applicable laws and regulations regarding the confidentiality of client information,
2. the confidentiality requirements of Exhibit G and Exhibit H attached hereto; and
3. the privacy and security requirements of Exhibit E attached hereto.

**B.** The Parties agree that the exchange of information will only be for the purpose of performing services under this Agreement, including promoting the best interests of HHSAs' clients and program administration.

**C.** County and Contractor will maintain their own confidentiality policies and guidelines to review and follow. The location of those guidelines shall be known to all employees in all work locations. The Contractor and County agree to inform all of the employees, agents and subcontractors of the confidentiality provisions herein, including that intentionally violating the provisions of applicable laws may be punishable as a misdemeanor.

**D.** 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).

### **IX. OWNERSHIP OF DOCUMENTS/ WORK PRODUCTS AND EQUIPMENT**

**A.** 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, and 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. 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 through June 30 of the preceding fiscal year.

### **X. DISPUTES**

## EXHIBIT C – TERMS AND CONDITIONS

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 less 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-day 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 less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. 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 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 the State of 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 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 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 appropriated as required by law.

**C.** If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

**D.** Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

**E.** During and following the term of this Agreement, Contractor shall not use, distribute or otherwise

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

circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by the County without the express written permission of the Director.

### **XII. APPLICABLE LAWS**

**A.** In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may 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. Contractor waives any removal rights it might have under State or Federal law.

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

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

## EXHIBIT C – TERMS AND CONDITIONS

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.

3. *Other Insurance Provisions*

## EXHIBIT C – TERMS AND CONDITIONS

- 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.
- 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.

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

**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 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.

### **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.

#### **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

## EXHIBIT C – TERMS AND CONDITIONS

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:**

Yolo County Children’s Alliance  
600 A Street, Suite Y  
Davis, CA 95616  
Jeneba Lahai, 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:**

[Jeneba.Lahai@yolokids.org](mailto:Jeneba.Lahai@yolokids.org) and  
[Robin.Frank@yolokids.org](mailto:Robin.Frank@yolokids.org) **mailto:**

**County:**

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

Contract Administrator: [Soua.Moua@yolocounty.org](mailto:Soua.Moua@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. 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.

### XIX. 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 County and Contractor. Neither Contractor nor Contractor’s assigned personnel shall be entitled to any benefits payable to employees of County. Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement 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 County in any capacity whatsoever as an agent or to bind County to any obligation whatsoever.

## EXHIBIT C – TERMS AND CONDITIONS

### XX. 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 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, 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, 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

## EXHIBIT C – TERMS AND CONDITIONS

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.

### XXI. FALSE CLAIMS ACT

A. Contractor acknowledges that the California False Claims Act (Cal. Gov’t Code §§ 12650 et. seq.) applies to 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.

### XXII. COVENANTS AND CONDITIONS

Where there is a doubt as to whether a provision of this Agreement is a covenant or a condition, the provision shall carry the legal effect of both. Should 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 Agreement. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

### XXIII. THIRD PARTY RIGHTS

Except where specifically stated otherwise in this Agreement, the promises in this Agreement benefit County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give

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

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.

### **XXIV. AMENDMENT**

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

### **XXV. WAIVER**

The waiver by County or any of its officers, agents, or employees, or the failure of 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 such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

### **XXVI. 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 County is relying on this representation in entering into 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.

**EXHIBIT D – CONTRACT BUDGET**

<b>Yolo County Children’s Alliance</b>		
<b>Voluntary Income Tax Assistance (VITA) Program</b>		
	Cost Items	Term January 1, 2024 through December 31, 2024
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$47,400
	b. Indirect/Overhead/Administration*	\$5,925
2	Operating	\$1,675
3	Direct to Subcontractors	\$45,000
4	<b>Total</b>	<b>\$100,000</b>

\*Administrative/indirect costs shall not exceed 15% of personnel costs calculated based on salaries, wages, benefits and taxes per fiscal year.

<b>Yolo County Children’s Alliance</b>		
<b>Voluntary Income Tax Assistance (VITA) Program</b>		
	Cost Items	Optional Periods January 1 <sup>st</sup> through December 31 <sup>st</sup>
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$47,400
	b. Indirect/Overhead/Administration*	\$5,925
2	Operating	\$1,675
3	Direct to Subcontractors	\$45,000
4	<b>Total</b>	<b>\$100,000</b>

\*Administrative/indirect costs shall not exceed 15% of personnel costs calculated based on salaries, wages, benefits and taxes per fiscal year.

## EXHIBIT E – HIPAA COMPLIANCE

- I. County and Contractor shall protect the privacy and provide for the security of protected health information (“PHI”) pursuant to the Agreement 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 (“CFR”) 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 section 164.304 or breach of unsecured PHI as defined by 45 CFR section 164.402.
- II. Pursuant to HIPAA and the other Privacy Laws, as set forth in, but not limited to, 45 CFR sections 164.314(a), 164.502(e) and 164.504(e), 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 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 twenty-four (24) hours for security incidents, as defined in 45 CFR section 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](mailto:alberto.lara@yolocounty.org) and
  2. Lee Gerney, Yolo County Chief Technology Officer, Information Security Officer, at [lee.gerney@yolocounty.org](mailto:lee.gerney@yolocounty.org), and
  3. Charles Egbert, HHS Privacy Officer at [Charles.Egbert@yolocounty.org](mailto:Charles.Egbert@yolocounty.org).
- IV. The provisions of this **Exhibit E** shall survive the termination, expiration, or cancellation of this Agreement.

**EXHIBIT F – PERFORMANCE MEASURES**

<b>Voluntary Income Tax Assistance (VITA)</b>		<b>Yolo County Children’s Alliance</b>	<b>Jeneba Lahai</b>
<b>Program Purpose</b>	To provide low-income households with free tax preparation assistance so they can claim their tax credits and refunds, thereby bringing hundreds of thousands of dollars to the County’s lowest income households. Additionally, the program bolsters the local economy by bringing additional dollars to local Yolo County businesses via households who have additional funds to spend.		
<b>Program Information</b>	Recruit and train volunteers and train staff to assist as many low-income Yolo County residents as possible to file their federal and state income taxes and claim their earned income tax credit, child tax credit, and any other credits for which they qualify. Also, to provide them with pre- and post-tax assistance.		
<b>PM1: How much did we do?</b>			
1.1	# of volunteers and staff trained		
1.2	# of super Saturday events		
1.3	# of returns filed		
1.4	# of sites offering free tax preparation services		
<b>PM2: How well did we do it?</b>			
2.1	# of tax preparations completed under the VITA program (federal and state) by site		
2.2	# and % submitting a positive client satisfaction survey		
<b>PM3: Is anyone better off?</b>			
3.1	Dollar amount of federal taxes refunded		
3.2	Dollar amount of state taxes refunded		

Submit the Performance Outcome Measures quarterly via email to: [Soua.Moua@yolocounty.org](mailto:Soua.Moua@yolocounty.org)

- Q1: January to March, due April 30<sup>th</sup>
- Q2: April to June, due July 31<sup>st</sup>
- Q3: July to September, due October 31<sup>st</sup>
- Q4: October to December, due January 31<sup>st</sup>

## EXHIBIT G – CONTRACTOR CONFIDENTIALITY CERTIFICATION

By signing this Agreement, Contractor certifies and warrants its understanding and assurance of compliance with the following:

- A.** Contractor understands that the County via the Yolo County Health and Human Services Agency (“HHSA”) provides sensitive services and other services to clients that are protected by various privacy and confidentiality laws and regulations.
- B.** If, in the course of the provision of services under this Agreement, Contractor including but not limited to its officers, agents, employees, participants, and volunteers obtains any information, including seeing or overhearing any information about a current or former HHSA client/participant, this information is to be treated as private and confidential. This includes the fact that a person has visited an HHSA office or receives (or previously received) services from HHSA. Failure to keep this information confidential may be punishable as a misdemeanor crime.
- C.** Contractor agrees to inform and educate its officers, agents, employees, participants, and volunteers involved with the provision of services under this Agreement of these requirements. Any such officers, agents, employees, participants, and volunteers must sign and return an executed copy of the OFFICERS, AGENTS, EMPLOYEES, PARTICIPANTS, AND VOLUNTEERS CONFIDENTIALITY CERTIFICATION FORM, prior to their participation in the provision of the services under this Agreement.
- D.** The provisions of this **Exhibit G** shall survive the termination, expiration, or cancellation of this Agreement.

**EXHIBIT H – OFFICERS, AGENTS, EMPLOYEES, PARTICIPANTS, AND VOLUNTEERS  
CONFIDENTIALITY CERTIFICATION FORM**

**I hereby acknowledge, by my signature below, that:**

**I understand** the County of Yolo via its Health and Human Services Agency (“HHSA”) provides sensitive services and other services to clients that are protected by various privacy and confidentiality laws and regulations.

**I understand** if in the course of the provision of services under the Agreement between Yolo County Children’s Alliance and the County of Yolo for Voluntary Income Tax Assistance (VITA) Program services (“the Agreement”), I will treat this information as private and confidential. This includes the fact that a person has visited an HHSA office or receives (or previously received) services from HHSA.

**I understand** my failure to keep any sensitive/protected County information confidential may be punishable as a misdemeanor crime.

**I understand** confidentiality must be maintained whether the any sensitive/protected County information is stored on paper or on computer or communicated orally or through any other means.

**I understand** I am not authorized to seek or deliberately obtain access to any client information, unless directly related to the provision of services under the Agreement.

**I understand** County employee information of a private or sensitive nature must also be treated as confidential, including but not limited to: employment records, job evaluations.

**I understand** it would be illegal for me to access computerized client or employee information without authorization of the County.

**I understand** unauthorized access or disclosure of client information, or any other confidential or proprietary information from the County, is unethical and/or illegal, and that it is grounds for disciplinary action, up to and including my immediate removal from the provision of services under the Agreement termination of the Agreement or any other agreement between Yolo County Children’s Alliance and the County, and may be punishable as a misdemeanor crime.

**I understand** this duty of confidentiality and non-disclosure will survive the termination, expiration, or cancellation of the Agreement, my assignment to perform under the Agreement, and/or my employment or association with Yolo County Children’s Alliance.

**Name, Title and Signature of the Officer, Agents, Employees, Participants, or Volunteer**

(Print) \_\_\_\_\_ Title \_\_\_\_\_

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