

MODOC COUNTY CONTRACT
IHSS Employer of Record & Registry – FY 2019-20
(Department of Social Services – Professional Services)

AGREEMENT

AMMENDMENT 1

This Agreement is entered into by the County of Modoc (COUNTY) and Training Employment and Community Help, Inc. (TEACH or CONTRACTOR).

1. **PURPOSE.** County hereby engages CONTRACTOR for the purpose of providing program operation and organizational development services to comply with legislative mandate 1999 AB 1682 for the purpose of maintaining an Employer of Record for In-Home Supportive Services (IHSS), and provide IHSS program support including maintenance of a care provider registry.
2. **SERVICES.** The details of said services are contained in Exhibit “A” attached hereto and incorporated herein by reference.
 - 2.1 **Deviations From Program Plans.** Unless otherwise stated herein, deviations from program plans shall be handled as follows: no deviations from the program plans shall be made by CONTRACTOR without first obtaining written authorization from COUNTY. If it is necessary for CONTRACTOR to immediately modify its performance under this Agreement in order to provide the services contemplated herein, such changes may be implemented at the CONTRACTOR’s sole risk pending approval in writing by COUNTY.
3. **TERM.** This Agreement shall commence on July 1, 2019 and terminate on June 30, 2020.
4. **MODIFICATION.** The provisions of this Agreement may be amended or modified upon written consent of both parties without, in any way, affecting the remainder of the Agreement.
5. **FURTHER ASSURANCES.** Each party agrees to execute any additional documents and to perform any further acts that may be reasonably required to affect the purposes of this Agreement.
6. **COMPENSATION.** County shall pay to CONTRACTOR for verifiable performance of the services described in Exhibit “A” a sum not to exceed \$96,454.80 as described in the Budget attached as Exhibit “B” for the term of this Agreement. CONTRACTOR shall be paid only for actual, as earned, costs. Stipends will not be covered under this agreement. Funding for services provided under this contract is subject to the availability of Federal funds. *CFDA 93.778 Medical Assistance Program (Medicaid Title XIX), U.S. Federal Department of Health and Human Services.*

- 6.1 **Billings and Payment.** CONTRACTOR shall submit detailed invoices to COUNTY by the 10th of the month, addressed to COUNTY Department of Social Services at the address designated in section 31.03. Payments by COUNTY shall be monthly, in arrears, for services provided during the preceding month, within forty-five (45) days after receipt, verification and approval of CONTRACTOR's invoices by COUNTY. Invoices shall reflect actual costs and be itemized.
- 6.2 **Basis for Claims.** CONTRACTOR shall base all claims on complete and timely documentation of all services rendered under this Agreement. COUNTY shall not pay any claim not supported by said documentation.
- 6.3 **Certification for Services Provided.** CONTRACTOR shall certify that all claims for payment meet reimbursement criteria as defined by applicable federal or state laws and regulations.
- 6.4 **Audit of Invoices/Disallowances.** Each invoice is subject to audit, and COUNTY MAY BE MAKING PAYMENTS ON INVOICES IN ADVANCE OF SUCH AUDITS. In the event that an invoice is disapproved for payment, COUNTY may, at its sole discretion, withhold compensation or set off from other payments due to CONTRACTOR in the amount of said disapproved invoices. COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY of any funds disbursed to CONTRACTOR under this Agreement which, in the judgment of COUNTY, were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand.
- 6.5 **Deviations from Budget.** No deviation from the program budget will be processed for payment until a written budget modification request form is received and approved by COUNTY. All deviations from the program budget must conform to federal, state, and county contracting requirements. Any questions of conformity will be clarified prior to payment of approved costs.
- 6.6 **Grievance Procedure.** CONTRACTOR may appeal to COUNTY a denied or reduced request for COUNTY authorization for payment for services rendered. The written appeal shall be submitted to COUNTY within thirty (30) calendar days of the postmark date on the notification of the denial of payment. Final determination of all appeals shall be made by COUNTY Director of Social Services. All appeals of adverse decisions shall be submitted to the address specified on the cover page.
7. **LICENSES.** CONTRACTOR shall, at all times during the term of this Agreement, maintain all necessary valid licenses to practice in the State of California and shall conform to accepted professional standards in the delivery of services pursuant to this Agreement.
8. **TERMINATION.** In the event of expiration or termination of this Agreement for whatever reason, all records and reports prepared and/or maintained by CONTRACTOR in performing under this Agreement shall be disposed of in accordance with direction from COUNTY.

Upon termination of this Agreement, COUNTY shall have no further liability to CONTRACTOR except for payment for services performed by CONTRACTOR prior to the date of termination.

- 8.1 **Termination or Modification Due to Non-Allocation of Funds.** The terms of this Agreement and the services to be provided hereunder are contingent upon the approval of funds by the appropriating government agency. In the event that funding from the applicable State Department for this program ceases or is decreased, authorization from the applicable State Department for funding allocation for this program is terminated, or subsequently enacted federal or state legislation, regulation, policy or procedure reduces or abolishes funding for this Program or otherwise renders performance of the provisions of the Agreement substantially more difficult, this Agreement may be terminated or modified by the parties hereto in writing. If the parties cannot reach an agreement regarding modifications which would permit performance under this Agreement to continue, the Agreement will automatically terminate. COUNTY shall give CONTRACTOR thirty (30) days advance written notice of its intention to terminate or modify the Agreement pursuant to this provision, specifying the date of termination.
- 8.2 **Suspension, Termination for Cause.** COUNTY may immediately suspend or terminate this Agreement, in whole or in part, where, in the determination of COUNTY, any of the following occur:
- (a) CONTRACTOR commits any material breach of this Agreement;
 - (b) CONTRACTOR fails to maintain all necessary licenses in the State of California in good standing;
 - (c) CONTRACTOR fails to obtain and maintain all necessary insurance policies and endorsements;
 - (d) it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY OFFICER, EMPLOYEE, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to CONTRACTOR's performance pursuant to this Agreement;
 - (e) CONTRACTOR becomes insolvent, files for bankruptcy, or has a receiver appointed for its assets;
 - (f) a substantially incorrect or incomplete report submitted to County;
 - (g) improperly performed service;

- (h) exclusion of CONTRACTOR from participation in state or federal programs under the Social Security Act;
- (i) an illegal or improper use of funds.

8.3 **Waiver of Breach.** No waiver by COUNTY of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default.

8.4 **Termination Without Cause.** Under circumstances other than those set forth above, this Agreement may be terminated by either party upon the giving of sixty (60) days advance written notice of an intention to terminate pursuant to this provision, specifying the date of termination.

9. **INDEPENDENT CONTRACTOR.** This Agreement is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services under this Agreement. County shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. Notwithstanding this independent contractor relationship, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

9.1 **Workers' Compensation.** CONTRACTOR understands and agrees that all persons performing work under this Agreement are solely employees of CONTRACTOR, and not of COUNTY, for purposes of workers' compensation liability. CONTRACTOR shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CONTRACTOR under this Agreement.

9.2 **No Rights to COUNTY Benefits.** CONTRACTOR shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.

Because of CONTRACTOR's status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees.

10. **PROVIDE DRUG FREE WORKPLACE.** CONTRACTOR will comply with the requirements of the Drug-Free Work Place Act of 1990, Government Code section 8350 et seq., and will provide a drug-free work place by taking the following actions:
 - 10.1 **Publish Statement.** Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibitions as required by Government Code section 8355(a).
 - 10.2 **Establish Awareness Program.** Establish a drug free awareness programs as required by Government Code section 8355(b) to inform employees about: 1) the dangers of drug abuse in the work place; 2) the person's or organization's policy of maintaining a drug free work place; 3) available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations.
 - 10.3 **Employee Notification/Agreement.** Require, as provided by Government Code section 8355(c), that every employee engaged in the performance of this Agreement: 1) be given a copy of CONTRACTOR's drug-free policy statement; and 2) as a condition of providing services pursuant to this Agreement, agree to abide by the terms of the statement.

11. **CLEAN AIR AND WATER.** In the event the funding under this Agreement exceeds one hundred thousand and no/100 dollars (\$100,000.00), CONTRACTOR shall comply with all applicable standards, order or requirements issued under the Clean Air Act contained in 42 U.S. Code 7601 et. seq.; the Clean Water Act contained in 33 U.S. Code 1368 et. seq.; and any standards, laws and regulations promulgated thereunder. Under these laws and regulations, CONTRACTOR shall assure:
 - 11.1 No facility shall be utilized in the performance of the Agreement that has been listed on the Environmental Protection Agency (EPA) list of Violating Facilities;
 - 11.2 COUNTY shall be notified prior to execution of this Agreement of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to be utilized in the performance of this Agreement is under consideration to be listed on the EPA list of Violating Facilities;
 - 11.3 COUNTY and U.S. EPA shall be notified about any known violation of the above laws and regulations; and
 - 11.4 This assurance shall be included in every nonexempt sub-grant, contract, or subcontract.

12. **POLITICAL ACTIVITY.** None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used, for any political activity, or to further the election or defeat of any candidate for public office.
13. **LOBBYING ACTIVITY.** None of the funds provided under this Agreement shall be used for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending in the Congress of the United States of America or the Legislature of the State of California.
14. **STATE ENERGY CONSERVATION.** CONTRACTOR must comply with the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with 42 United States (US) Code sections 6321, et. seq.
15. **FRATERNIZATION.** CONTRACTOR shall establish procedures addressing fraternization between CONTRACTOR's staff and clients. Such procedures will include provisions for informing CONTRACTOR's staff and clients regarding fraternization guidelines.
16. **ASSURANCES OF NON-DISCRIMINATION.** Contractor expressly agrees not to differentiate nor discriminate in employment or the provision of services on the basis of race, color, national origin, ancestry, religion, sex, marital status, medical condition, mental or physical disability, sexual orientation, age, or any other basis protected by federal and California law.
17. **REPORTING OF PATIENT/CLIENT ABUSE.**
 - 17.1 **Elders and Dependent Adults Abuse.** CONTRACTOR shall comply with Welfare and Institutions Code section 15630 et. seq., and shall report all known or suspected instances of physical abuse of elders and dependent adults under the care of CONTRACTOR either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by Welfare and Institutions Code sections 15630, 15631 and 15632. CONTRACTOR shall make this report of such abuse and shall submit all required information in accordance with Welfare and Institutions Code sections 15630, 15633 and 15633.5.
 - 17.2 **Minor Children Abuse.** CONTRACTOR shall comply with California Penal Code section 11164 et. seq., and shall report all known or suspected instances of child abuse to an appropriate child protective services agency, as mandated by Penal Code sections 11164, 11165.8 and 11166. CONTRACTOR shall make the report of such abuse and shall submit all required information in accordance with Penal Code sections 11166 and 11167.
18. **NON-ASSIGNMENT.** Unless otherwise provided in the cover page to this Agreement, neither party shall assign, transfer, or subcontract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party. Any assignment, transfer or delegation of duties made by CONTRACTOR in violation of this

provision shall be a material breach of the Agreement and shall render it void and of no force or effect. If CONTRACTOR desires to subcontract, CONTRACTOR shall provide the following information at COUNTY's request:

- 18.1 A description of the work to be performed by the subcontractor.
- 18.2 A draft copy of the proposed subcontract.
- 18.3 Other pertinent information and/or certifications or licenses required by COUNTY.

CONTRACTOR shall remain fully responsible for all performances required of it under this Agreement, including those that CONTRACTOR has determined to subcontract, notwithstanding COUNTY's approval of CONTRACTOR's proposed subcontract. COUNTY's consent to subcontract shall not waive COUNTY's right to prior and continuing approval of any and all personnel, including subcontractor employees providing services under this Agreement, and CONTRACTOR is responsible for notifying its subcontractors of this right.

- 19. **INDEMNIFICATION.** CONTRACTOR agrees to indemnify save, hold harmless and, at COUNTY's request, defend COUNTY, and its officers, agents and employees from any and all costs, expenses, damages, liabilities, claims and losses occurring or resulting to COUNTY in connection with the performance or failure to perform by CONTRACTOR under this Agreement, and from any and all costs, expenses damages liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance or failure to perform by CONTRACTOR under this Agreement. CONTRACTOR shall indemnify and hold COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were CONTRACTOR's employees.
- 20. **INSURANCE.** At all times during this Agreement, CONTRACTOR shall obtain and maintain insurance policies as specified in the cover sheet. If insurance is required, CONTRACTOR shall furnish COUNTY with a Certificate of Insurance (or Certificate of Self Insurance) with original endorsements demonstrating the insurance coverage required by this Agreement, together with a certified copy of each such insurance policy. The certificates and endorsements for each insurance policy are to be signed by the person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided or approved by COUNTY and are to be received and approved by COUNTY and attached to the cover sheet prior to execution of the Agreement. The required insurance policies shall not be cancelled without at least thirty (30) days advance written notice to COUNTY. Upon expiration of the certification or other proof of insurance for any of the foregoing policies, CONTRACTOR shall provide to COUNTY a new certification or other proof of insurance which contains the new expiration date for the insurance policy. All required policies are to contain, or to be endorsed to contain, the following provisions:
 - 20.1 The coverage is primary with respect to COUNTY and its agents, officers and employees.

- 20.2 The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers and employees.
- 20.3 Any insurance or self-insurance maintained by COUNTY, its agents, officers, and employees shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 20.4 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its agents, officers and employees.
- 20.5 Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.

21. **RECORDS, REPORTING, AUDITS.**

- 21.1 **Records.** CONTRACTOR agrees to maintain complete and accurate records with respect to the services rendered and the costs incurred under the Agreement. All such records shall be prepared in accordance with generally accepted account procedures, shall be clearly identified and shall be kept readily accessible. Records shall be maintained in accordance with state and federal regulations and as required by COUNTY.
- 21.2 **Reports.** CONTRACTOR agrees to complete and submit all forms and reports as required by COUNTY.
- 21.3 **Audits and Inspections.** CONTRACTOR shall, at any time during normal business hours and as often as deemed necessary, make available to COUNTY, the Controller General of the United States and other authorized federal and state agencies, or their duly authorized representatives, for examination of all of his records and data with respect to the matters covered by this Agreement. Authorized agencies shall maintain the confidentiality of such records in accordance with applicable laws and regulations. CONTRACTOR shall make such records available for audit and inspection for a period of five (5) years from the date of final payment under his Agreement.

- 22. **PUBLIC RECORDS ACT.** Any documents submitted by CONTRACTOR, all information obtained in connection with COUNTY's right to audit and inspect CONTRACTOR's documents, books and accounting records pursuant to the "RECORDS, REPORTING, AUDITS" section of this Agreement and those documents which were required to be submitted in response to the solicitation process for this Agreement, become the exclusive property of COUNTY, and shall be regarded as public records under the California Public Records Act, Government Code section 6250 et. seq., (hereinafter "CPRA"). Exceptions to disclosure will be those provided in the CPRA and which are marked "trade secret", "confidential", or "proprietary". COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event COUNTY is required to defend an action on

a CPRA request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, CONTRACTOR agrees to defend and indemnify COUNTY for all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the CPRA.

23. **CONFLICT OF INTEREST.** No COUNTY employee whose position with COUNTY enables such employee to influence the award of this Agreement or any competing agreement, and no spouse, registered domestic partner or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Agreement. CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. CONTRACTOR warrants that it is not aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this section shall be a material breach of this Agreement.
24. **COMPLIANCE WITH LAWS/POLICIES.** CONTRACTOR shall at all times perform the duties to be provided under this Agreement to the best of its ability and in accordance with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
25. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and interpreted under the laws of the State of California. Further, this Agreement shall be governed by, and construed in accordance with all laws, regulations and obligations of COUNTY under its agreement with the State. Venue for all disputes shall be in the Modoc County Superior Court. CONTRACTOR waives any right to remove a dispute to federal court.
26. **ENTIRE AGREEMENT.** These Standard Contractual Clauses and Exhibit A, and any exhibits specified in Exhibit A and attached thereto and incorporated by reference, shall constitute the entire Agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes in its entirety all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. No part of this Agreement may be modified without the written consent of both parties, and unilateral amendment by CONTRACTOR shall be a material breach of this Agreement.
27. **COUNTY’S RIGHTS NOT WAIVED BY PAYMENTS.** In no event shall the making by COUNTY of any payment to CONTRACTOR of any payment to CONTRACTOR constitute, or be construed as a waiver by COUNTY of any breach of covenant, or of any default which may then exist, on the part of CONTRACTOR. The making of any such

payment by COUNTY, while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving CONTRACTOR from its full responsibility under this Agreement.

28. **CULTURAL COMPETENCE.** CONTRACTOR shall use a set of professional skills, behaviors, attitudes and policies that enable the system, or those participating in the system, to work effectively in meeting the cross-cultural needs of COUNTY's clients.
29. **SEVERABILITY.** Unless material to this Agreement, any provision, clause, or part herein found to be illegal or unenforceable shall not affect the legality of any other provisions, clause, or party, nor the Agreement itself.
30. **SECTION HEADINGS.** Both parties agree that section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions of this Agreement.
31. **NOTICES.**
 - 31.1 **Delivery of Notice.** Any and all notice between COUNTY and CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed to be duly served when personally delivered to one of the parties, or in lieu of such personal delivery, when deposited in the United States mail, postage prepaid, addressed to such party.
 - 31.2 **Change of Address/Telephone Number.** Written notice of any change of address and/or telephone number shall be given to the other party within five (5) business days of said change.
 - 31.3 **Authorized Persons.** The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

Kelly Crosby
Modoc County Department
of Social Services
120 N. Main Street
Alturas, CA 96101

CONTRACTOR

Carol Madison
Executive Director
TEACH, Inc.
112 E. 2nd Street
Alturas, CA 96101

With copy to

Margaret Long
Prentice, Long & Epperson, LLP
1716 Court Street, Suite B
Redding, CA 96001

32. **TIME OF THE ESSENCE.** Time shall be of the essence in the performance of this Agreement.
33. **COMPLIANCE WITH HIPAA.** If otherwise required and marked as such on Exhibit A, CONTRACTOR shall comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPPA) for maintenance and transmission of health information that identifies individual clients. Information which is protected by HIPPA includes all medical records and other individually identifiable health information held or disclosed in any form, whether communicated electronically, on paper, or orally. CONTRACTOR will employ appropriate safeguards to prevent the use or disclosure of any information which is protected by HIPPA in any manner not set forth under this Agreement or for purposes other than treatment, consultation, referral or payment. It is understood by CONTRACTOR and COUNTY that any part of the privacy or security regulations contained in HIPPA may, during the term of this Agreement, be modified by Congress or by the United States Department of Health and Human Services, or may be interpreted by a court in a manner impacting compliance. Should such an event occur, the HIPPA privacy and security regulations as modified or interpreted shall be incorporated into this Agreement and shall become the standard for compliance with the regulations. The provisions of this section are self-executing upon change(s) to the HIPPA privacy or security regulations by any event referenced above.
34. **PATIENTS' RIGHTS.** The parties to this Agreement shall comply with applicable laws, regulations and state policies relating to patients' rights.
35. **REMEDY FOR BREACH AND RIGHT TO CURE.** Notwithstanding anything else in this Agreement to the contrary, if CONTRACTOR fails to perform any obligation of this Agreement, COUNTY may itself perform, or cause the performance of such Agreement or obligation. In that event, CONTRACTOR will, on demand, fully reimburse COUNTY for all such expenditures. Alternatively, COUNTY, at its option, may deduct from any funds owed to CONTRACTOR the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to COUNTY by law or as otherwise stated in this Agreement.
36. **ADMINISTRATION OF AGREEMENT.** This Agreement shall be administered for COUNTY by COUNTY Director of Social Services.
37. **AUTHORIZATION WARRANTY.** CONTRACTOR represents and warrants that the person executing this Agreement on CONTRACTOR's behalf is an authorized agent who has actual authority to bind CONTRACTOR to the terms and conditions of this Agreement.
38. **ATTORNEY'S FEES.** In the event of a dispute between the parties, the prevailing party shall be entitled to reasonable attorney's fees from the losing party.
39. **CONFIDENTIALITY OF INFORMATION.**

- 39.1 **Protection of Confidential Information.** Notwithstanding any other provision of this Agreement, names, identifying numbers, symbols, or other identifying particulars of persons receiving public social services, mental health services, and substance abuse treatment services are confidential and are to be protected from unauthorized disclosure in accordance with applicable federal and state law and regulation. For the purpose of this Agreement, all information, records, data and data elements collected and maintained for the operation of this Agreement and pertaining to recipients of social services shall be protected by CONTRACTOR from unauthorized disclosure.
- 39.2 **Use of Confidential Information.** With respect to any identifiable recipient information obtained by CONTRACTOR under this Agreement, CONTRACTOR shall:
- 39.2.1 not use any such information for any purpose other than carrying out the express terms of this Agreement;
 - 39.2.2 promptly transmit to COUNTY all requests for disclosure of such information;
 - 39.2.3 not disclose, except as otherwise specifically permitted by this Agreement, any such information to any party without prior written authorization by COUNTY specifying that the information may be released; and
 - 39.2.4 at the discretion of COUNTY, return all such information to COUNTY or maintain such information according to written procedures obtained from COUNTY, at the expiration of termination of this Agreement.

40. **COMPLIANCE REQUIREMENTS – SUBRECIPIENT MONITORING**

- 40.1 **Subrecipient Audits** – Pursuant to the Single Audit Act of 1984, the Single Audit Act Amendments of 1996 and 2 CFR Part 200—Subpart F, any non-federal entity that expends a combined total of \$750,000 or more per year in federal awards for the purposes of carrying out federal programs must have an annual audit conducted. This funding threshold is the aggregate of funds from all federal sources, not just funds coming from any one pass-through entity. Counties must ensure that all subrecipients that meet the federal fund expenditure threshold of \$750,000 or more a year in federal funds complete the required annual Single Audit. This is an aggregate amount that includes federal fund expenditures from all sources. Counties are required to follow up with their subrecipients on any audit findings and ensure compliance with corrective action plans. Counties are also required to provide general oversight to subrecipient activities and ensure that their subrecipients are following grant guidelines and possess adequate internal controls to maintain compliance.

41. **DEBARMENT AND SUSPENSION** - Contractor certifies that they are not listed on the federal System for Award Management's (SAM) excluded list. The SAM includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. Parties that are excluded are found on this website: <https://www.sam.gov>. Contractor further agrees to ensure that principals or affiliates utilized under this agreement are not debarred or suspended from federal financial assistance programs and activities, nor proposed for debarment, declared ineligible or voluntarily excluded from participation in covered transactions by any federal department or agency.

This constitutes the entire agreement between the parties, and;

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this date herein stated.

COUNTY OF MODOC
Department of Social Services

TEACH, Inc.

Kelly Crosby
Director

Carol Madison
Executive Director

Dated: _____

Dated: _____

MODOC COUNTY
Board of Supervisors

Elizabeth Cavasso,
Chair of the Board

Dated: _____

Approved as to Form:

ATTEST

Margaret E. Long
Modoc County Counsel

Tiffany Martinez, Clerk to The
Board of Supervisors

Dated: _____

Exhibit A
Scope of Services

It is understood that TEACH, Inc. as the Employer of Record for In Home Supportive Services of Modoc residents, shall comply with directives from the Modoc County DSS that shall include, but not limited to changes in federal or state laws, state level departmental policies and local departmental policies.

TEACH, Inc. shall provide an orientation for all new IHSS service workers and shall further maintain copies of the orientation sign in sheets for review upon request from the Modoc DSS.

TEACH, Inc. shall provide monthly training sessions for all IHSS providers. TEACH, Inc. shall provide Modoc DSS with a schedule of these meetings within 30 days of the date of receiving the approval from the Board of Supervisors for this contract. TEACH, Inc. shall maintain a sign in sheet for all training sessions. Subject matter for training sessions shall reflect building skills of IHSS service providers that are necessary to perform IHSS tasks competently.

Upon request TEACH, Inc. will provide one on one training to providers.

TEACH shall conduct quarterly meetings of the IHSS Advisory Board. Modoc DSS reserves the right to appoint 50% of board seats.

Monthly reports are due by the 10th of the month following the report month and shall include a copy of the orientation sign in sheet. Monthly reports are to be submitted with the monthly invoice.

Monthly log on to CMIPS II is required to ensure that TEACH Inc. has an updated provider list. CMIPS II station is located at MCDSS IHSS Office.

TEACH, Inc. will initiate recruitment strategies quarterly. These strategies include advertisements in the local newspaper or on social media.

Exhibit B

Amended IHSS Non Profit Budget 19/20

Training, Employment & Community Help, Inc.
530-233-3111

PA Salaries and Benefits	Budget
Registry Staff Support @ .35FTE	10,270.00
Registry Staff @ 1. FTE	42,108.00
Benefits @25%	13,095.00
Operating	Budget
Training Supplies	400.00
Office Supplies	1,294.00
Printing/Postage	600.00
Covid 19 Supplies	1,235.80
Provider on-line training	1,188.00
Registry Software	3,600.00
CAPA Dues	3,064.00
Computer equipment/office furniture	4,000.00
Travel	600.00
Administrative Costs	15,000.00
Total Expenses	96,454.80