COUNTY OF GLENN
AGENDA ITEM TRANSMITTAL

MEETING DATE: July 17, 2007
Submiting Department(s):
Human Resource Agency

BRIEF SUBJECT/ISSUE DESCRIPTION:
Approval of the Agreement between the HRA/SSD and Catalyst Domestic Violence Services for Domestic Violence Prevention services.

Contact: Sean Munns/prepared by Suzi Kochens
Phone: 934-1432

AGENDA PLACEMENT

APPOINTMENT – Appearances by: (Specify Name & Title)

ATTACHMENTS

LEGAL/PERSONNEL/FISCAL

☐ Board Report
☐ Letter
☐ Minute Order
☐ Contract
☐ Transfer
☐ Grant App.
☐ Resolution
☐ County Counsel
☐ Personnel
☐ Finance
☐ County Administrative Office

□ Business – No  ☑ Consent
□ Correspondence  ☐ Reports & Notices

☐ Receive Concurrence

Required ______ Minutes

☐ Other:

AFFECTED DEPARTMENT(S)

CLERK INSTRUCTIONS

☐ Return Minute Order
☐ Return Certified Copy Of:

☐ Other:

PUBLIC HEARINGS & COMMITTEE VACANCIES

☐ State
☐ Federal

☐ Bill:
☐ Latest Version of Bill
☐ Draft Letter Attached
☐ List of Supporters/Opposers
☐ Statement of Relevance to County Interests
☐ Description Attached

☐ General Fund Impact
☐ Other: ______
☒ Budgeted
☐ Transfer Attached
☐ 4/5ths Vote Required
☐ Contingency Request

Contracts, Leases & Agreements

☐ New
☐ Renewal
☐ Amendment
☐ Insurance Certificate
☐ Contract Report

Date of Original Contract: 11/03/06
Contract No.: 0152
Fiscal Year: 2006/07

LEGISLATION

RECOMMENDED ACTION/MOTION:
1. Approve the Agreement for continued domestic violence services between the HRA/SSD and Catalyst Domestic Violence Services.
2. Authorize the HRA Director, or his designee, to execute the Agreement.
3. Authorize the HRA Director, or his designee, to modify or amend the Agreement contingent upon the review and approval of the CAO and County Counsel.

Reviewed By (if applicable):

Karl W. Gaghagen, Director
Department Head

Personnel Director
Department of Finance
County Administrative Officer

cc:
Submitted by the Human Resource Agency
(Department)

EXECUTIVE SUMMARY:
Welfare and Institutions Code sections 11495 and 11495.4 require counties, through the social services department, to screen applicants and recipients of public assistance for domestic violence in order to provide referrals for supportive services and counseling.

RECOMMENDATION(S):

1. Approve the Agreement for continued domestic violence services between the HRA/SSD and Catalyst Domestic Violence Services.
2. Authorize the HRA Director, or his designee, to execute the Agreement.
3. Authorize the HRA Director, or his designee, to modify or amend the Agreement contingent upon the review and approval of the CAO and County Counsel.

HISTORY AND BACKGROUND:
The domestic violence provision exists to ensure that victims of abuse are not placed at further risk nor unfairly penalized by the CalWORKs requirements and procedures and to enable a victim to escape his/her abuser and obtain unsubsidized employment while moving towards self-sufficiency.

FISCAL/PERSOENNEL IMPACT(S):
There are no County general funds involved in this request. The CalWORKs Welfare-to-Work allocation provides funds to support this program requirement.

ANALYSIS/DISCUSSION:
The HRA released an RFP for services in April, 2006. There were no respondents. Due to the mandate to provide Domestic Violence Services to CalWORKs applicants/recipient, and the fact that Catalyst Domestic Violence Services has a long history in this region of providing effective domestic violence services to persons in need, including CalWORKs recipients the HRA/SSD would like to proceed with the renewal of the agreement with Catalyst Domestic Violence Services. This contract will insure that mandated CalWORKs services are readily available.
AGREEMENT BETWEEN THE COUNTY OF GLENN, HUMAN RESOURCE AGENCY/ SOCIAL SERVICES DIVISION, AND CATALYST DOMESTIC VIOLENCE SERVICES

This agreement is entered into by and between the County of Glenn, Human Resource Agency/Social Services Division ("County") and Catalyst Domestic Violence Services ("Contractor") for the purpose of providing domestic violence services to the Glenn County Human Resource Agency ("HRA").

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this Agreement, Contractor shall:

A. As directed by the HRA, provide Staff Training to the HRA two (2) times per year and as regulations change.

B. Provide education to CalWORKs recipients through participation in the Steps Towards Empowering People (S.T.E.P.) class.

C. Participate in the CalWORKs staff meetings (once per month) to provide outreach and education for the purposes of encouraging the reporting of domestic violence and to assist in the prevention of further domestic violence.

D. Provide a minimum of 20 hours of combined service per week.

E. Assist in the reconvening of the Domestic Violence Council.

F. Cooperatively identify and apply for other funding that will expand the program capacity within the county with an eye towards the development of a full-time domestic violence program presence in Glenn County.

G. Comply with the Business Associate Agreement, as required by the Health Insurance Portability and Accountability Act (HIPAA), which is attached hereto (Addendum A) and made a part of this agreement.

H. Submit monthly statistical program reports by the 15th of the month for the previous month. Narrative reports shall be submitted on a quarterly basis on the 15th of the month following the end of each quarter. Reports shall be submitted to the Chief Deputy Director of Social Services at P.O. Box 611, Willows, CA 95988. Failure to provide requested reports on a timely basis may result in delays in payment for services rendered.
2. **RESPONSIBILITIES OF THE COUNTY**

   During the term of this Agreement, County shall:
   
   A. Pay Contractor upon receipt and approval of the invoice(s).
   
   B. Provide a work space for the Case Manager.
   
   C. Provide domestic violence referrals to Contractor.
   
   D. Assist in the reconvening of the Domestic Violence Council.
   
   E. Cooperatively identify and apply for other funding that will expand the program capacity within the county with an eye towards the development of a full-time domestic violence program presence in Glenn County.

3. **COMPENSATION**

   The total amount of this agreement shall not exceed $50,000.00.

4. **BILLING AND PAYMENT**

   A. Contractor shall submit all monthly invoices to the Glenn County Human Resource Agency, P.O. Box 611, Willows, CA 95988, Attention: Teresa Emery, SSD fiscal by the 15\textsuperscript{th} of the month following the previous month. The final invoice for Fiscal Year 2007/08 shall be received no later than June 6, 2008, and shall estimate costs through June 30\textsuperscript{th} with an invoice of actual costs and a final program report to follow by July 15\textsuperscript{th}.

   Failure to provide requested reports on a timely basis may result in delays in payment for services rendered.

   B. All billings under this Agreement shall be limited to ten (10) percent for administrative/indirect costs.

   C. Prior written approval from County must be obtained for purchases of equipment of $500 of more.

5. **TERM OF AGREEMENT**
This agreement shall commence on July 1, 2007 and shall terminate on June 30, 2008. County may, at its discretion, renew or extend this agreement in one year increments for a maximum of three years.

6. **TERMINATION OF AGREEMENT**

If Contractor fails to perform his duties to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner his obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement effective immediately upon County giving written notice thereof to Contractor. Either party may terminate this agreement on 30 days written notice. County shall pay Contractor for all work satisfactorily completed as of the date of notice. County may terminate this contract immediately upon oral notice should funding cease or be materially decreased.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County.

9. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or to allow
County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement, provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal Government, which would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor’s compensation. Contractor shall not be eligible for coverage under County’s Workers’ Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. **INDEMNIFICATION**

Contractor shall hold harmless and indemnify Glenn County, its elected officials, officers, and employees, against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person's bodily injury, including death or property being damaged by Contractor or any person employed by Contractor or in any capacity during the progress of the work, whether by negligence or otherwise. Contractor shall also indemnify County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding.

11. **INSURANCE**

Contractor shall obtain and maintain continuously comprehensive general liability insurance and/or other insurance necessary to protect the public with limits of liability of not less than $500,000 combined single-limit bodily injury and property damage with appropriate coverage endorsements to include broad form contractual, broad form property damage, contractor's protective, operations, auto and non-owned auto, host
liquor, personal injury, and fire-legal liability applicable to this agreement. As an alternative, Contractor may procure and maintain the above insurance in the single limit of $1,000,000. Such insurance shall include Glenn County, its elected officials, officers and employees as an additional insured, and shall not be reduced or canceled without 30 days written prior notice delivered to County. Contractor shall provide County with a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar language. Glenn County will provide malpractice insurance to the Contractor named herein as part of this agreement.

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation Insurance to cover Contractor and Contractor's employees and partners.

12. NON-DISCRIMINATION

Contractor will not discriminate in employment practices or in the delivery of services on the basis of race, color, religion, national origin, sex, age, marital status, political affiliation, sexual orientation, or disability.

Contractor will comply with Title VI and VII of the Civil Rights Act of 1964 as amended:

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

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and Contractor gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP)\Chapter 21 will be prohibited.

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

This assurance is binding on the Contractor directly or through this Agreement, license, or other provider services, as long as it receives federal or state assistance.
13. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

**If to County:**
Glenn County Human Resource Agency  
Kim Gaghagen, Director  
P.O. Box 611  
Willows, CA 95988  
(530) 934-6514  

**If to Contractor:**
Catalyst Domestic Violence Services  
Anastacia L. Snyder, Executive Director  
P.O. Box 4184  
Chico, CA 95927  
(530) 343-7711  

Notice shall be deemed to be effective two days after mailing.

14. **AGENCY CONTACTS**

**Program:**
David Allee, Program Manager  
P.O. Box 611  
Willows, CA 95988  
(530) 865-6128

**Fiscal:**
Bill Krause, Staff Services Analyst II  
P.O. Box 611  
Willows, CA 95988  
(530) 934-1445

15. **AVAILABILITY OF FUNDS**

All funding under the Contract is subject to the availability of state or federal funds.
16. **RIGHT TO AUDIT AND MONITOR**

County reserves the right to monitor and/or audit all work performed, as well as to review all records and procedures to assure that the expenditure of funds in conformity with this agreement and applicable Federal and State regulations.

**IN WITNESS WHEREOF**, County and Contractor have executed this agreement on the day and year set forth below.

**CATALYST DOMESTIC VIOLENCE SERVICES/CONTRACTOR:**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Area Code and Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Address</td>
<td>City, State and Zip Code</td>
</tr>
<tr>
<td>Contractor’s Federal Tax Identification Number</td>
<td>Business Entity</td>
</tr>
</tbody>
</table>

**GLENN COUNTY HUMAN RESOURCE AGENCY**

**APPROVED AS TO CONTENT AND FUND AVAILABILITY:**

Kim W. Gaghagen, Director
Glenn County Human Resource Agency

Date

**APPROVED AS TO FORM:**

Thomas C. Agin, County Counsel
County of Glenn, California

Approved by Program Manager
Approved by Divisional Deputy
Approved for Internal Procedure
ADDENDUM A

GLENN COUNTY BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement supplements, and is made a part of, the Agreement by and between the County of Glenn, Human Resource Agency (County) and Catalyst Domestic Violence Services (Contractor). This addition to the contract is required for every contract in which the service contracted for involves the provision of medical, dental, pharmaceutical, psychological, psychiatric or any other service in which client’s Protected Health Information (PHI) could at some point be used or disclosed to the contractor.

1. Contractor shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; “HIPAA”), and its implementing regulations (including, but not limited to 45 CFR Parts 142, 160, 162 and 164). Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.

2. Except as otherwise limited in this Addendum, Contractor may use or disclose Protected Health Information (PHI) and/or Electronic Protected Health Information (E-PHI) to perform functions, activities, or services for or on behalf of the County as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule if done by the County.

3. Contractor shall not use or further disclose PHI and/or E-PHI other than as permitted or required by this Addendum, or as required by law.

4. Contractor shall implement appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI and/or E-PHI that it creates, receives, maintains or transmits on behalf of the County, from use or disclosure other than as provided for by this Addendum.

5. Contractor shall report to the County any use or disclosure of the PHI and/or E-PHI not provided for by this Addendum, including but not limited to security incidents of which the Contractor becomes aware.

6. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor as a result of a use or disclosure of PHI and/or E-PHI by Contractor in violation of the requirements of this Agreement.

7. Contractor shall ensure that any agent, including a subcontractor, to whom it provides PHI and/or E-PHI received from, created, or received by Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
8. Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to PHI and/or E-PHI in a Designated Record Set; this PHI and/or E-PHI will be released to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR 164.524.

9. Contractor shall make any amendment(s) to PHI and/or E-PHI in a Designation Record Set that the County directs or shall pursuant to 45 CFR 164.526 at the request of the County, or an Individual, and in the time and manner designated by the County.

10. Contractor shall document such disclosures of PHI and/or E-PHI and information related to such disclosures as would be required for the County, to respond to a request by an Individual for an accounting of disclosures of PHI and/or E-PHI in accordance with 45 CFR 164.528.

11. Contractor shall provide to the County, or an Individual, in the time and manner designated by the County, information collected in accordance with section 10 of this attachment, to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI and/or E-PHI in accordance with 45 CFR 164.528.

12. Contractor shall make internal practices, books, and records relating to the use and disclosure of PHI and/or E-PHI received from, or created, or received by Contractor on behalf of, the County, available to the County, or at the request of the County to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with HIPAA.

13. A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.

A. Except as provided in subparagraph B of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all PHI and/or E-PHI received from the County, or created, or received by Contractor on behalf of the County. This provision shall apply to PHI and/or E-PHI that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the PHI and/or E-PHI.

B. In the event that Contractor determines that returning or destroying the PHI and/or E-PHI is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of PHI and/or E-PHI is infeasible, Contractor shall extend the protections of this Addendum to such PHI and/or E-PHI and limit further uses and disclosures of such PHI and/or E-PHI to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such PHI and/or E-PHI.
14. The Parties agree to take such action as is necessary to amend this Agreement from time to time in order for the County to comply with the requirements of HIPAA and its implementing regulations.