

## VENDOR AGREEMENT

This Agreement, made and entered into this 1st day of July, 2007, in the State of California, by and between DEL ORO CAREGIVER RESOURCE CENTER, a California Corporation, hereinafter called DCRC, through its duly appointed representative, and CITY OF SACRAMENTO, PARKS & RECREATION DEPARTMENT, TRIPLE "R" CAREGIVER RESPITE PROGRAM, hereinafter called the "Contractor". The following three sites are covered under this Agreement. The Ethel Macleod Hart Multipurpose Senior Center, the Asian Community Center, and the North Sacramento Center at Woodlake Elementary School.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of DCRC hereinafter expressed, does hereby agree to furnish to DCRC services and materials, as follows:

1. The Contractor, upon receipt of signed vouchers from DCRC approved clients/families, agrees to furnish services and materials (subject to the availability of qualified personnel) at the fixed rate of \$65.00 per day for respite care whether day, night, or weekend hour. Rates charged at the beginning of the contract period shall remain fixed through June 30, 2008, notwithstanding any provision to the contrary, unless both parties agree to a different rate in writing.

2. The Contractor agrees to carry out the project in accordance with the DCRC Procedural Guidelines for Contractors, shown as Exhibit "A", and made a part hereof by reference.

3. The Contractor agrees to coordinate its activities relating to the performance of this contract with the DCRC and its directors, officers, employees and representatives.

4. The period of this contract shall be from July 1, 2007 through June 30, 2008.

5. During the performance of this contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. The Contractor shall insure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 or Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. The Contractor shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

6. In consideration of the Contractor's services herein, performed in a manner acceptable to DCRC, DCRC shall reimburse the Contractor monthly for the amounts not to exceed those authorized in DCRC's voucher to the Contractor for that month. Said reimbursement shall not be paid until release of said funds to DCRC from the Specialized Programs Section of the California Department of Mental Health and/or Area Agency on Aging and California Department of Aging. In order to avoid delay in payments, the Contractor shall return the vouchers and monthly billing to DCRC for each month not later than the fifteenth day of the following month. Payments hereunder are, however, subject to the provisions of Para. 7, below.

7. It is also understood that reimbursement from DCRC to the Contractor, as described in Para. 6 above, is dependent upon the timely release of funds to DCRC from the Specialized Programs Section of the California Department of Mental Health and/or the Area Agency on Aging. DCRC agrees to use its best efforts to obtain the timely release of such funds.

8. The DCRC reserves the right to deny any claim in excess of the amounts authorized by DCRC.

9. This Agreement may be terminated by either party upon 30 days written notice to the other party; provided that in the event DCRC terminates this Agreement for any reason other than a breach by the Contractor, the Contractor shall be entitled to reimbursement for all authorized services and materials furnished prior to receipt of written notice of termination.

10. It is understood that this contract is subject to the review and approval of the Specialized Programs Section of the California Department of Mental Health prior to implementation.

11. It is understood by the Contractor that DCRC is only a fiscal agent and shall have no liability whatsoever to Contractor except to disburse funds provided by the State of California.

12. Both parties agree to indemnify, defend and save harmless both parties and the State of California, their respective directors, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation working under agreement with either party for furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the negligence of either party, or its employees, agents, or subcontractors in the performance of this Agreement.

13. The Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of DCRC or the State of California.

14. The DCRC may terminate this Agreement by five days prior written notice to Contractor to cure any breach of this Agreement and be relieved of the payment of any consideration to Contractor (except for services performed by Contractor up through the date this Agreement is terminated) should Contractor materially fail to perform any of the covenants, conditions, agreements, or stipulations herein contained at the time and in the manner herein provided. In the event of such termination the DCRC may proceed with the work in any manner reasonably deemed proper by the DCRC. The excess cost to DCRC in proceeding with the work after the date on which termination is effective shall be deducted from any sum due the Contractor under this Agreement for the month in which the termination is effective, and the balance, if any, shall be paid to the Contractor in accordance with the provisions of Paragraph 6 hereof for services satisfactorily performed by Contractor prior to termination.

15. Without the written consent of the other party and the State of California, this Agreement is not assignable by one party either in whole or in part.

16. Time is the essence of this Agreement.

17. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Agreement not incorporated herein, shall be binding on any of the parties hereto.

18. The Contractor shall be responsible for obtaining **professional liability insurance and shall submit a Certificate of Insurance evidencing such insurance to DCRC (FOR ALL FOUR SITES)**. Contractor is a self insured public agency and may satisfy the requirement of this paragraph through use of its self-insurance program. In the event Contractor exercises its right to satisfy the insurance requirements of this paragraph through use of the self-insurance program, Contractor shall provide DCRC with a letter of self-insurance, stating that Contractor's self-insurance program adequately protects against the liabilities and claims the types of which the insurance requested by the paragraph are intended to protect against.

19. The rates charged by the Contractor, and paid to it, as provided herein, shall be in compensation for all of the Contractor's expenses incurred in the performance hereof, including but not limited to travel and per diem, unless otherwise expressly so provided.

20. If the Contractor utilizes State funds in excess of \$10,000, it shall be subject to the examination and audit of the Auditor General of the State of California for a period of three years after final payment has been made under this Agreement (Government Code, Section 10532).

21. Notices and vouchers authorizing services will be sent to each individual site. All notices under this Agreement shall be by regular first class mail addressed to the parties as follows (or to such other address as one party may by notice hereunder advise the other):

If to Contractor: City of Sacramento  
Attn: Rosanne Bernardy  
2921 Truxel Road  
Sacramento, CA 95833  
(916) 808-1590

If to DCRC: Del Oro Caregiver Resource Center  
5723A Marconi Avenue  
Carmichael, CA 95608  
(916) 971-0893

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon the date first above written on page one of this contract agreement.

Del Oro Caregiver Resource Center

City of Sacramento

By 

Michelle Nevins, MBA  
Executive Director

By 

Cassandra Jennings, Assistant City Manager for  
Ray Kerridge - 6/8/07

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

DEL ORO CAREGIVER RESOURCE CENTER  
PROCEDURAL GUIDELINES FOR CONTRACTORS

1. The Del Oro Caregiver Resource Center (DCRC) is responsible for authorizing services for counseling, legal consultations, respite services, and other specialized consulting services through DCRC approved vendors and consultants.
2. The DCRC prepares intake information, assesses the family's need for service, obtains family consent to a co-payment based on annual household income, and, with the family's agreement, selects a vendor or consultant on contract with DCRC.
3. DCRC will mail the original copy of the voucher to the vendor, to be returned to DCRC by the vendor at the time of billing. Voucher information includes:
  - \* The client family to receive service
  - \* The vendor providing the service
  - \* Hourly/weekly/daily rate for service
  - \* Units of service per month
  - \* The maximum monthly expenditure per client
  - \* Type(s) of service authorized
  - \* Duration of voucher
4. At the beginning of each month a new voucher will be completed for each client family.
5. DCRC will pay the costs of services in accordance with the terms of the contractual agreement and the voucher.
6. Utilizing their regular billing system, the vendor must return the original voucher signed by the vendor or a copy of same with each billing or month-end statement. The bill **MUST** include client name, date(s) of service, service description, unit rate, and total cost.
7. All bills must be submitted by the 15<sup>th</sup> day of each succeeding month to insure payment in a timely fashion. Invoices received after the 15<sup>th</sup> will be subject to delayed payment. Late invoices submitted after the end of the fiscal year cannot be honored.
8. Any additional services and their payment, other than what is authorized through the DCRC voucher system, must be arranged privately between the family and the vendor.
9. Any changes which affect services must be discussed jointly by the vendor and the DCRC.

Exhibit A