

**AGREEMENT FOR SERVICES #5792**  
211 Information and Referral Services  
Interface Children and Family Services

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**THIS AGREEMENT** is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Interface Children and Family Services, a California non-profit organization, duly qualified to conduct business in the State of California, whose principal place of business is 4001 Mission Oaks Blvd, Suite I, Camarillo, CA 93012, and whose Agent for Service of Process is Erik Sternad, 4001 Mission Oaks Blvd, Suite I, Camarillo, CA 93012, (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide 211 Information and Referral services which are needed to support the community including all County departments and community stakeholders; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in Article I, "Scope of Services;" that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations; and

**WHEREAS**, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

**WHEREAS**, County issued a Request for Proposal No. 18-915-028 to select a contractor to provide a comprehensive, County-wide 211 Information and Referral service; and

**WHEREAS**, the Board of Supervisors awarded Request for Proposal No. 18-915-028 to Interface Children and Family Services on March 13, 2018 (File 18-0341; Agenda No. 19); and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

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

## ARTICLE I

### Scope of Services:

A. Contractor agrees to the following services, standards, and conditions:

1. Service Level Commitment:
  - a. Contractor agrees to provide high quality information and referral services to 211 callers and those utilizing 2-way-text messaging within the County of El Dorado; Contractor commits to working with County as a partner in good faith, consistent with the terms and conditions identified in this agreement.
  - b. All information provided by Contractor to 211 users or clients within the County of El Dorado shall be based upon information drawn from the 211 referral database.
  - c. Contractor agrees services shall be consistent with all applicable professional standards and generally reflective of Alliance of Information and Referral Systems (AIRS) standards, as indicated in AIRS Standards and Quality Indicators for Professional Information and Referral, Version 9.0 as Revised July 2020 or any replacement published subsequently by the Alliance for Information and Referral Systems. Standards are available at: <https://www.airs.org/i4a/pages/index.cfm?pageid=3371>
  - d. Contractor agrees to complete check of line functionality, or “line-check” on 211 lines on a daily basis to ensure reliability and functionality; and
  - e. Contractor shall provide all equipment necessary to utilize the iCarol database. Contractor will establish and maintain support with a technology partner of its choice in providing said equipment.
2. Contractor shall provide 211 Call Specialists in accordance with the following specifications:
  - a. Provide trained staff persons, no less than fifty percent (50%) of whom shall be bilingual (Spanish) persons, who will provide twenty-four hour a day, seven days a week, 211 call center coverage for the County at a worksite of the Contractor’s choosing, located outside of the County. Contractor shall also provide for multiple language coverage capabilities by way of live bilingual staff speaking English, and Spanish to support the 211 call center. For other languages required by callers, Contractor shall provide capabilities for the County through tele-interpretation services;
  - b. Provide for all associated costs and all required payroll taxes including but not limited to Worker’s Compensation for all staff providing telephone and two-way text message coverage for the County in accordance with applicable employment laws. Contractor acknowledges that 211 operators are not employees of the County through this agreement; and
  - c. Provide personnel, designated by the Contractor, to participate in meetings on a quarterly basis, or as needed, should the County determine the need for a meeting exists. Meetings will provide a forum wherein Contractor and County can discuss any concerns related to service outcomes or this agreement as well as any procedural, logistical, or systematic changes impacting the Contractor which will result in a service level impact to the County.
3. Contractor agrees to provide 211 callers within the County of El Dorado reliable access to 211 Call Specialists, on a twenty-four hour a day basis, 365 days per year, at no cost to the calling party.
4. Contractor shall provide two-way texting for County residents who text into a 211 short code or keyword. Contractor shall assist said residents by way of two-way text, on a 24 hour a day basis, seven days a week.

- a. Text volume shall be provided at rates consistent with those identified in Article III, Compensation.
  - b. Texts involving information and referral assistance will be entered into a call form utilizing the 211 database system.
5. Contractor shall complete satisfaction surveys using caller follow-ups for 211 with a goal of 2% follow up completion per year, for the term of the agreement.
    - a. Follow up questions will be determined collaboratively with the County and made available to Contractor in the 211 database.
    - b. Follow up questions may be changed by the County with 60 days advance notice provided to the Contractor.
    - c. All follow up information will be entered into the 211 referral database.
  6. Contractor shall update information in the 211 County resource database with the goal of ensuring that resource information is confirmed as being accurate by the agency providing the service. Resource database entries will also be conformed to 211 California iCarol Style Guide, the document for defining standards for entering resource information for 211 service providers in California utilizing the iCarol resource database. All resource information will be entered into the 211 iCarol referral database.
    - a. Contractor will complete updates to the database utilizing the iCarol automatic verification tool, through which updates are requested via email and completed online.
    - b. Contractor will follow up with each agency that does not respond to a request for information, no less than four times – twice by email and twice by phone. Contractor will create a list of nonresponsive agencies that do not provide updated service information within three weeks of the completion of all phone and email contact attempts. A copy of the list of nonresponsive agencies will be emailed to the Administrative Contact or designee for follow up.
    - c. If it is not possible to update information for a particular agency’s resource entry within 30 days of the receipt of the requested information, the Contractor will notify the County to determine if the agency’s entry will be deactivated or if additional or alternate outreach is needed to verify information in the 211 database to ensure that outdated information is not provided to the public.
  7. Contractor shall create, host, manage, and maintain a mobile-enabled, Word Press or equivalent based website that allows the public to search the 211 database at a web address designated by County. The website will utilize data included in the 211 resource database and provide for intuitive “Guided Search” to assist users in identifying and finding the services to best meet their needs. County shall retain ownership over the website; Contractor shall provide an administrative log-in to the site. In any event of termination of this agreement, all rights, ownership, data, and functionality associated with the website will remain owned by the County. County agrees to:
    1. Provide Contractor with updated information related to community changes that will impact the demand, call volume, or types of calls or two-way text messages being received by the Contractor, including but not limited to outreach events where services discussed in this agreement will be advertised and / or any declared disasters within the County where a reasonable expectation of call volume increases can be assumed;
    2. Support Contractor in updating resource information by reaching out to nonresponsive agencies after Contractor has completed all email and phone contacts of the annual update cycle. County will also share information about changes in local services (including new agencies/programs and agency/program closures) with Contractor so this information can be updated in the 211 El Dorado resource database;

3. Participate in meeting(s) with the Contractor on a quarterly basis or as needed should the County determine need for a meeting exists, to discuss any concerns related to service outcomes or this agreement as well as any procedural, logistical, or systematic changes impacting the Contractor which will result in a service level impact to the County;
4. Grant Contractor discretion over the iCarol update and database process, which will be modeled on the 211 Ventura County processes. This discretion shall include the determination of how to organize and edit information in the 211 database according to standards set by the Alliance of Information and Referral Systems (AIRS), the 211 California iCarol Style Guide, and additional best practices utilized by Contractor during the 211 Ventura County process.
  - a. Agrees to utilize an Inclusion/Exclusion policy similar to that of 211 Ventura (as available at [www.211ventura.org](http://www.211ventura.org)); and
  - b. Agrees to continue to utilize the 211 Ventura County taxonomy filter (as available at [www.211taxonomy.org](http://www.211taxonomy.org)).

**B. System Communication**

For the purpose of continuity of services, County and Contractor understand that the priority of staffing during an outage is to resolve the call center issues affecting normal operations. As such:

1. Contractor will notify County Administrative Contact immediately when a service issue is identified as originating with systems overseen by Contractor, including phone routing or database services.
2. Contractor will notify via email or telephone the County Administrative Contact as soon as possible when a service issue is identified as originating with the Contractor's system. In order to focus all resources on correcting any system issues, this notification will occur as soon as basic troubleshooting (generally 30-45 minutes) is completed.
3. Should a service issue originating with the Contractor's system be identified and corrected through basic troubleshooting prior to the County Administrative Contact being notified, an email will be sent to the County's Administrative Contact describing the time, length, and nature of any service disruption to 211 calls.
4. For communications related to the services provided in this agreement, County and Emergency contacts are as follows:

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<b>Position Title</b>	<b>Personnel</b>	<b>Responsibility</b>
Contract Administrator / HHS Chief Fiscal Officer	Nita Wracker, MBA CPA (530) 295-6933 nitawracker@edcgov.us Or Successor	Contract level administration, negotiation, changes and review
County Administrative Contact(s) / HHS Program Manager, Community Services  HHS Program Coordinator	Margaret Williams (530) 642-7164 Margaret.williams@edcgov.us Or Successor  Star Walker (530) 621-6155 <a href="mailto:star.walker@edcgov.us">star.walker@edcgov.us</a> Or Successor	Reporting, database, deliverable tracking, implementation, project administration
HHS Director	Don Semon (530) 621-6271 <a href="mailto:Don.semon@edcgov.us">Don.semon@edcgov.us</a> Or Successor or designee	Emergency Contact for Disaster Activation and Authorization
County Director of Communications & Outreach	Carla Hass (530) 621-4609 (916) 293-2046 (cell) Carla.hass@edcgov.us	Emergency Contact for Public Information on behalf of the County, County website updates, County Twitter, Facebook and other social media sites
Sheriff's Office/Office of Emergency Services, Public Affairs	Sergeant Eric Palmberg (530) 621-7652 (desk) (530) 213-3899 EDSO PIO 24/7 line press@edso.org	Emergency Contact for Public Information on behalf of the Sheriff's Office/Office of Emergency Services

In the event of a change in Personnel, County will notify Contractor and designate a successor to oversee the position's responsibility areas. Changes to County contacts as designated herein shall not require an Amendment to this agreement, provided written notification is provided to the Contractor.

For communications related to the services provided in this agreement, ICFS 211 contacts are as follows:

<b>Position Title</b>	<b>Personnel</b>	<b>Responsibility</b>
Community Information Officer	Kelly Brown, Office 805-485-6114 x201, Cell 805-320-5159, kbrown@icfs.org	Contract level administration, negotiation, changes, and review
211 Associate Director	Lohanna Almanza Office- 805-485-6114 x 207 lalmanza@icfs.org_	Reporting, database, deliverable tracking, implementation, project administration, Disaster Activation
211 Manager	Marisol Gonzalez Office- 805-485-6114 x 252 marisolgonzalez@icfs.org	Reporting, database, deliverable tracking, implementation, project administration, Disaster Activation
211 Supervisor Hotline	On-Call Supervisor- 877-866-8510	After hours issues and disaster activation

5. All email communication related to 211 services in the County or this agreement shall be sent with a Courtesy Copy (CC) to the County 211 Email, [211eldorado@edcgov.us](mailto:211eldorado@edcgov.us).
6. County will provide Contractor with Emergency Contact information, to be updated by the County on an as needed basis. The Emergency Contacts will specifically identify those persons authorized to declare a “Disaster Activation” and approve additional costs associated with said declaration. Updates to the Emergency Contacts shall be completed without an Amendment to this Agreement.

C. Reporting Requirements:

1. Contractor will provide monthly reports to County by the 15<sup>th</sup> of each month reporting on the preceding month. Monthly reporting will be provided via an automated telephony reporting system email and will cover the following areas:
  - a. “Queue Offered” – the Number of calls from 211 County lines that enter a 211 County queue in the Contractor’s phone system, whether or not a Call Specialist picked up the call.
  - b. “Inbound Handled” – the Number of presented calls that are connected to one of Contractor’s Call Specialists while the call is active.
  - c. “Abandons” – A call that entered a 211 County queue, but which was not answered because the caller hung up before the phone system was able to send the call to the Call Specialist.
  - d. “Short Abandons” – The number of calls abandoned within 60 seconds.
  - e. “Callback Requests” – The number of calls that entered a County queue and requested a callback instead of waiting for an agent to become available. The phone system will hold the caller’s place in queue and will automatically call the person back when the call is first in queue and a Call Specialist is available.

- f. “Average Speed of Answer (ASA)” – The average amount of time callers waited after choosing a queue option (i.e. English/Spanish) before being connected with a Call Specialist. Includes time the caller was actively waiting on hold and time in the automated callback system. Does not include abandoned calls.
  - g. Inbound Average Handle Time (AHT) – The amount of time a Call Specialist spent actively handling the call, including hold time.
2. Contractor will build and maintain a 211-reporting data dashboard on the 211 El Dorado website using the 211 Ventura Power BI template.
- D. Disaster Events and Incidents in the County of El Dorado
1. A “Disaster Activation”, as it relates to this agreement, refers to an increased activation of the Contractor’s 211 team in order to respond to a major event or disaster situation, and may include the Contractor making available additional resources to assist in managing the response to the incident. **The decision of whether to activate for a disaster or incident is at the sole discretion of the County;** only the County Health and Human Services Agency Director or , ( positions so designated under Emergency Contacts ), or designee of either, shall have the authority to declare a “Disaster Activation” and approve additional costs.
  2. During incidents and disasters, El Dorado County will routinely provide public information and updates on the County Sheriff’s Office/OES Facebook/Twitter accounts and/or web pages, accessible on the County’s Emergency Services web page located at <https://www.edcgov.us/emergencyservices>. If the information posted by County is insufficient or problematic for call handling and Contractor requests additional information, Contractor may reach out to the County Director of Communication & Outreach for clarification. County shall make a good faith effort to facilitate organization of the information to be used by Contractor’s Call Specialists. Contractor’s Call Specialists shall only utilize the information provided on the County Sheriff’s Office/OES Facebook/Twitter and/or County Emergency Services website page or that is authorized by the County’s Director of Communication and Outreach. Contractor’s Call Specialists shall not relay any information identified on Facebook that is not explicitly provided through the aforementioned pages by the County directly or by the County’s Director of Communications and Outreach. Contractor shall not relay any information provided in comments on any posts made on said pages; the only information on said pages that shall be relayed is limited to content posted by the County. Should the County Sheriff’s Office/OES utilizing Facebook/Twitter and/or their website for publicizing information, the County will identify new information sources to be utilized in the same manner as the Facebook pages.

Additional information regarding Disaster/Incidents and Emergency Contacts is found in Exhibit A.

**ARTICLE II**

**Term:** shall cover the period September 1, 2021 through August 31, 2023, unless terminated earlier pursuant to the provisions contained herein below in Article X “Fiscal Considerations,” or Article XII, “Default, Termination, and Cancellation.”

**ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County’s acceptance of work, monthly in arrears and within forty-five (45) days following the County’s receipt and approval of itemized invoice(s) identifying regular compensation, including any cost reductions, and additional cost factors.

**Call/Text Volume**

For reference purposes, costs associated with all services identified in this agreement are based on an anticipated call/text volume of 7,500 contacts per year. .

**Regular Compensation**

For the purposes of this Agreement, Contractor shall receive regular compensation as follows:

- A. **Year 1:** Contractor shall be paid \$90,500.25 for all services described herein, in equal installments of \$7,541.69 per month for twelve (12) months.
- B. **Year 2:** Contractor shall be paid \$93,215.25 for all services described herein, in equal installments of \$7,767.94 per month for twelve (12) months.

El Dorado County 211	Total Estimated Calls/Texts Presented	Call and 2-Way-Text handling	211 Resource Database Management	211 Website Maintenance	Total Contract Amount
FY 21-22	7500	\$66,750.00	\$18,750.00	\$5,000.00	\$90,500.25
FY 22-23	7500	\$68,752.50	\$19,312.50	\$5,150.00	\$93,215.25

**Additional Cost Factors**

Additional costs may increase the regular compensation monthly payment amount, and must be identified on any invoice separately from regular compensation, sufficiently itemized to identify the type of additional cost. The only additional costs that may be billed are as follows:

- A. In accordance with the provision entitled “D. Disaster Events and Incidents in the County of El Dorado” as indicated in Article I. Scope of Services and Exhibit A, if the Health and Human Services Agency Director, Chief Administrative Office (CAO), or designee of either declares a Disaster Activation, the costs associated with increasing service levels to accommodate a correlative increase in 211 service volume may be allowed, with approval from the Health and Human Services Agency Director or CAO or designee or either.
  - 1. If a Disaster Activation is declared, Contractor shall submit a Disaster Activation Cost Projection identifying and summarizing projected activities, the duration of the activities, and the projected costs associated with those activities that are necessary to respond to the Disaster Activation. The Disaster Activation Cost Projection shall be similar in format and content to the example provided in Exhibit “B”, and must be approved and signed by the Health and Human Services Agency Director, CAO or a designee of either, prior to incurring the additional costs.
  - 2. Any position designated as having the authority to declare a Disaster Activation in accordance with this agreement, or designee thereof, shall have the authority to approve any increased cost for each Disaster Activation up to \$2,500 per activation.
  - 3. Any Disaster Activation requiring more than \$2,500 in additional costs must be approved by the Contract Administrator or designee, within established County Procurement Guidelines.
  - 4. For the term of this agreement the total costs available for Disaster Activations shall not exceed \$20,000 in aggregate unless otherwise approved by the Contract Administrator.



- B. Tele-interpretation costs shall be billed to the County on a monthly basis as the costs are incurred. These costs shall be identified separately from regular monthly compensation and billed to the County at the actual cost rate incurred by the Contractor, or otherwise \$.81 per minute. The total costs available for Tele-interpretation services shall not exceed \$2,500 without written authorization from the Contract Administrator. Tele-interpretation services shall only be utilized for tele-interpretation services for languages other than English or Spanish.
- C. Telephony costs incurred on behalf of the County shall be billed to the County on a monthly basis as the costs are incurred. These costs shall be identified separately from regular monthly compensation and billed to the County at the actual cost rate incurred by the Contractor.

<b>Regular Compensation Payment Schedule</b>			
<b>Time Period</b>	<b>Start-up Payment</b>	<b>Recurring Monthly Payment</b>	<b>Total Payment</b>
Year 1		\$7,541.69	\$90,500.25
Year 2		\$7,767.94	\$93,215.25
<b>Total Regular Compensation:</b>			\$183,715.50
<b>Total Tele-Interpretation Costs Not to Exceed (NTE)</b>			\$2,500.00
<b>Total Telephony Costs incurred on the County's behalf NTE</b>			\$10,500.00
<b>Additional Cost requiring County approval on Exhibit B</b>			
<b>Total Disaster Activations NTE</b>	Up to \$2,500 per approved activation		\$20,000.00
<b>Total Agreement Not to Exceed Amount:</b>			<b>\$216,715.50</b>

**Call Volume Review**

- A. In the event call volume of any month of this agreement decreases to less than 100 calls in a month, County reserves the right to terminate the agreement after providing the Contractor with a thirty (30) day notice.
- B. Prolonged Call Volume Decreases: Should call volumes decrease to less than 250 calls in a month for three (3) consecutive months or any four (4) months within a six (6) month period, Contractor and County may review the agreement to determine if adjustments to the price structure identified herein are reasonable and necessary in Year 1 or 2 of this agreement.
- C. Contact Volume Increases: Should actual call/text volumes exceed 8,250 contacts in any year (assuming 7500 contacts per year) of this Agreement, Contractor and County may review the agreement to determine if adjustments to the price structure identified herein are reasonable and necessary.

**Total Cost/ Not to Exceed**

Maximum Obligation of this Agreement shall not exceed amount of \$216,715.50

**Invoices**

Itemized invoices shall reference this Agreement number on their faces and on any enclosures or backup documentation. Invoices shall clearly delineate between Regular Compensation and Additional Cost Factors, and substantively similar in form and function to the sample invoice template incorporated by reference herein and available at: [https://www.edcgov.us/Government/hhsa/Pages/hhsa\\_contractor\\_resources.aspx](https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx).

A copy of the signed Disaster Activation Cost Projection must be included with any invoice where costs associated with Disaster Activations are invoiced. Copies of documentation attached to invoices shall reflect Contractor’s charges for the specific services billed on those invoices. Invoices and remittance shall be mailed as follows:  
 Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p style="text-align: center;"><u>CSinvoice@edcgov.us</u></p> <p style="text-align: center;">Please include in the subject line:            “Contract #, Service Month, Description /            Program</p>	<p style="text-align: center;">County of El Dorado            Health and Human Services Agency            Attn: Finance Unit            3057 Briw Road, Suite B            Placerville, CA 95667-5321</p>

or to such other location as County directs.

<b>Remittance shall be mailed to:</b>
<p>Interface Children and Family Services            4001 Mission Oaks Blvd, Suite I            Camarillo, CA 93012</p>

In the event that Contractor fails to deliver the documents or other deliverables required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XII, Default, Termination, and Cancellation.

**ARTICLE IV**

**Taxes:** Contractor certifies that as of today’s date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

**ARTICLE V**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

**ARTICLE VI**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor’s responsibilities or hinder Contractor’s performance of services hereunder, unless County’s Contract Administrator, in writing, authorizes that agreement or sharing of information.

## ARTICLE VII

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

## ARTICLE VIII

**Confidentiality:** Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Contract Administrator for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

## ARTICLE IX

**Independent Contractor:** The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

## **ARTICLE X**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XI**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XII**

### **Default, Termination, and Cancellation:**

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the

party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

### **ARTICLE XIII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
Health and Human Services Agency  
3057 Briw Rd  
Placerville, CA 95667  
ATTN: Contracts Unit

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
360 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

Interface Children and Family Services  
4001 Mission Oaks Blvd, Suite I  
Camarillo, CA 93012  
ATTN: Kelly Brown, ICFS Community Information Officer211

or to such other location as the Contractor directs.

#### **ARTICLE XIV**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XV**

**Indemnity:** To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XVI**

##### **Litigation:**

- A. County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.
- B. Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

## ARTICLE XVII

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

## **ARTICLE XVIII**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.



## **ARTICLE XIX**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

## **ARTICLE XX**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## **ARTICLE XXI**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

## **ARTICLE XXII**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

## **ARTICLE XXIII**

### **Nondiscrimination:**

A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives 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, or sex; Contractor shall, unless exempt, comply with

the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 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 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.
- D. Assurance of Compliance: Contractor shall comply with Exhibit C, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit C upon request by County.

#### **ARTICLE XXIV**

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XXV**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

#### **ARTICLE XXVI**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

## **ARTICLE XXVII**

**Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

## **ARTICLE XXVIII**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

## **ARTICLE XXIX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Nita Wracker, CPA, Health and Human Services Agency CFO, or successor.

## **ARTICLE XXX**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

## **ARTICLE XXXI**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

## **ARTICLE XXXII**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

## **ARTICLE XXXIII**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

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**ARTICLE XXXIV**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Nita Wracker, MBA CPA  
Chief Fiscal Officer  
Health and Human Services Agency

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Don Semon,  
Director  
Health and Human Services Agency

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates indicated below.

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Jon Hidahl, Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- CONTRACTOR --**

INTERFACE CHILDREN AND FAMILY SERVICES

By: \_\_\_\_\_  
Erik Sternad  
Executive Director  
"Contractor"

Dated: \_\_\_\_\_