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AGREEMENT FOR SERVICES #365-S1011

THIS AGREEMENT 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 Lilliput Children's Services, a non-profit California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1651 Response Road, Suite 300, Sacramento, CA 95815 and whose Agent for Service of Process is Karen Alvord, 1651 Response Road, Suite 300, Sacramento, CA 95815; (hereinafter referred to as "Contractor" or "Subrecipient") (collectively hereinafter referred to as the "Parties");

RECITALS

WHEREAS, County anticipates to continue to receive funding from the California Department of Social Services (CDSS) to be awarded to the El Dorado County Department of Human Services (DHS) in the form of a grants-in-aid program for a Kinship Support Services Program (KSSP); and

WHEREAS, County has determined that, as it is a requirement of the program; it is necessary to obtain a Subrecipient to provide a KSSP, and

WHEREAS, Contractor has represented to County that they are specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, Contractor shall ensure that any agency performing "as requested" activities within the scope of this Agreement on behalf of Contractor and for the benefit of County's KSSP shall perform said activities in compliance with all provisions of this Agreement and all applicable federal, state, and local laws; and

WHEREAS, County has determined that the provision of such services by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by an outside independent Contractor as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

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

ARTICLE I

Scope of Services: Contractor shall assume the duties of County's Subrecipient in order to provide a KSSP, shall continue development of said KSSP in El Dorado County and shall provide services in accordance with the purpose and goals of the KSSP as delineated in Exhibit "A" titled "KSSP Background, Purpose and Goals", incorporated herein and made by reference a part hereof. Subrecipient shall accomplish these goals by performing the following:

- A. Establish community collaborations including, but not limited to, an advisory committee to assist with development and implementation of a plan that shall identify and address the needs of relative caregivers and include community outreach, engagement, education, and advocacy regarding KSSP services;
- B. Provide community outreach regarding the availability of KSSP services including, but not limited to, advertising, presentations, workshops, etc.;
- C. Provide immediate outreach upon referral from DHS to relative caregivers and inform them of KSSP services;
- D. Identify and assess the need for KSSP services countywide for at least two hundred fifty (250) individual clients;
- E. Develop a family service plan and provide in-home case management for up to six (6) months for at least one hundred (100) families that are in need of ongoing KSSP services;
- F. Provide or support at least two (2) caregiver and two (2) youth support groups, in two (2) different regions of County;
- G. Provide social service referrals and intervention aimed at maintaining the kinship family unit by using services such as, but not limited to, counseling at Subrecipient's and/or other agency locations that shall provide services such as housing, homemaker services, legal services, day care and respite, etc.;
- H. Arrange for or provide quarterly recreational activities for the caregivers and children/youth in their care and at no cost to the families;
- I. Allow for the provision of transportation such as, but not limited to, providing bus passes and encouraging carpooling for support groups and recreational activities;
- J. Arrange for or provide respite care for caregivers such as, but not limited to, day trips for the youth, after school programs and financial assistance for respite;
- K. Provide access to tutoring services for at least thirty-five (35) KSSP youth;
- L. Provide for or arrange youth activities and provide financial assistance for items such as, but not limited to, school pictures, sports, activities, etc.;

Subrecipient shall meet all CDSS KSSP requirements including, but not limited to, Target Populations, Site Requirements and Information Technology and Data Reporting Requirements as specified in Exhibit "B", titled "Kinship Support Services Program (KSSP) California State Department of Social Services Requirements", incorporated herein and made by reference a part hereof.

Subrecipient ensures that its proposed facility meets CDSS requirements and those specified in Exhibit "C" titled "KSSP Project Site Information", incorporated herein and made by reference a part hereof. Subrecipient agrees that, although regular office hours of 8 a.m. to 5:00 p.m. Monday through Friday are listed on Exhibit "C", KSSP activities shall occur outside those hours

as required. Subrecipient acknowledges and agrees that assessment and case management activities shall often occur in consumers' homes. Subrecipient shall also actively seek KSSP office space at other locations in County in order to ensure easy access to KSSP services for consumers and shall also provide KSSP activities at other locations throughout County.

Subrecipient shall provide KSSP staffing as specified in Exhibit "D" titled "KSSP -Required Services and Staffing", incorporated herein and made by reference a part hereof. Subrecipient shall employ at least one (1) relative caregiver to assist in the provision of KSSP services. Any changes in staffing must be agreed to in writing by both DHS and Subrecipient.

Subrecipient shall attend all required KSSP trainings including one (1) yearly conference in Northern California and one (1) in Southern California at no additional cost or expense to County.

Subrecipient shall develop and implement use of "Report Cards" as an evaluation tool to be completed by KSSP participants to help in identifying strengths and weaknesses of the program and benefits perceived by clients served.

Other Subrecipient Responsibilities

Any Subrecipient expending \$500,000.00 or more in a year in Federal awards shall provide an annual independent audit by a certified public accounting firm.

Subrecipient shall maintain necessary program records documenting services performed and/or purchased and fiscal records showing expenditures made during the Agreement period. These records shall be open to inspection by representatives of the El Dorado County Department of Human Services and the State of California at all reasonable times. Upon request, Subrecipient shall make these records available within County to all authorized County, State (including Auditor-Controller), and Federal personnel. Records shall be maintained for at least five (5) years from the end of the Agreement period or until State audits are completed, whichever is later.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of July 1, 2010 through June 30, 2011.

ARTICLE III

Compensation: For services provided herein, County agrees to pay Subrecipient in arrears. Subrecipient shall submit invoice(s) no later than fifteen (15) days following the end of a "service month." An exception shall be the billing for the month of June, which must be received by County no later than June 10 of each year that this Agreement is in force. For billing purposes, a "service month" shall be defined as a calendar month during which Subrecipient provides services in accordance with the purpose and goals of KSSP as delineated in Exhibit "A" titled "KSSP Background, Purpose, and Goals."

Invoices for services rendered under the Agreement shall be submitted as demonstrated in the attached sample invoice, Exhibit "E", as amended, titled "Kinship Support Services Program Invoice" incorporated herein and made by reference a part hereof. If an alternative invoice is used, all fields noted on Exhibit "E" are mandatory.

Reports detailed herein under **ARTICLE V-Reporting Responsibilities** are considered a required deliverable. Services shall be considered incomplete until such date as said reports are received and approved in writing by the DHS KSSP Administrative Services Analyst at the DHS office located at 3057 Briw Road, Placerville, CA 95667. Compensation for services shall not be provided for incomplete services.

Payment shall be made within forty-five (45) days following County receipt and authorization of approved invoice(s).

For the purposes hereof, the monthly billing rate for each Fiscal Year (FY) shall be as follows:

- FY 2010-11 monthly billings shall be in the manner as detailed in this **ARTICLE III-Compensation**. Personnel costs shall be evenly divided by the number of months covered by the period of July 1, 2010 through June 30, 2011. Actual expenses shall be invoiced and reimbursed as they occur. An indirect cost of 10% against Subrecipient's monthly operating costs may be charged on a monthly basis to the County. Total billings shall be equal to and shall not exceed the total amount of funding available for FY 2010-11.

The anticipated funding for FY 2010-11 is \$142,560. Therefore, the anticipated total amount of this Agreement shall not exceed \$142,560 for the stated term. This funding is contingent upon the availability of these funds from CDSS and the amount may change without notice.

ARTICLE IV

Program Monitoring: County may conduct on-site visits to the Subrecipient no less frequently than one (1) time per year to review compliance with this Agreement. To evaluate the performance in relation to the scope of work, unannounced site visits may be made to Subrecipient.

ARTICLE V

Reporting Responsibilities: Subrecipient shall use data collection systems provided by the CDSS Technical Assistant Consultant, Edgewood Center for Children & Families, to track services and shall provide data to County in a timely manner and as required by CDSS. Information may include, but is not limited, to:

- A. Name(s), Date of Birth (DOB), marital status of family members;
- B. Address where family resides and phone number;
- C. Signed release of information agreement;
- D. Source of referral to Subrecipient;

- E. Copy of all family assessments (needs, safety, risk, protective capacity) conducted during the life of the case; and
- F. Copy of the service plan as well as progress notes.

Subrecipient is responsible to provide any other information that may be requested or required by the Federal, State, or County government regarding KSSP.

Subrecipient shall provide monthly reports to County on KSSP development and services provided that should:

1. Address progress made on service items A through L listed in Article I, Scope of Services; and
2. Document and demonstrate that services provided address the purpose and goals of the KSSP as defined in Exhibit "A"; and
3. Address how services provided meet SIP goals and objectives.

These reports shall be due to DHS by the 15th of the month following each service month.

Subrecipient shall provide an annual report summarizing responses on the "Report Cards" developed and implemented by Subrecipient, to be received by County no later than July 31 of each year that this Agreement is in force.

Subrecipient shall participate as requested by County, at no charge to County, in any research and/or evaluative studies designed to show the effectiveness and/or efficiency of KSSP.

Annually, Subrecipient shall submit to County a list of all trainings attended during the fiscal year by Subrecipient's staff who provide services under this Agreement. This list shall be due to County no later than July 31 of each year that this Agreement is in force.

ARTICLE VI

Assurances: As a condition of Subrecipient performing services for the County of El Dorado, Subrecipient shall complete, execute, and submit Nondiscrimination and KSSP program assurances, Exhibits "F", titled "Assurance of Compliance with the El Dorado County Department of Human Services – Nondiscrimination in State and Federally Assisted Programs", incorporated herein and made by reference a part hereof, and Exhibit "G" titled "El Dorado County Assurances Kinship Support Services Program (KSSP)", incorporated herein and made by reference a part hereof. Subrecipient shall submit copies of all items listed on KSSP program assurances, Exhibit "G", to DHS. Exhibits "F" and "G" shall be completed, executed, and submitted to the attention of Agreement's Contract Administrator within thirty (30) days of the formal approval and execution of Agreement by Subrecipient. Items listed on Exhibit "G" shall be submitted to the attention of Agreement's Contract Administrator within thirty (30) days of the formal approval and execution of Agreement by Subrecipient.

ARTICLE VII

Mandated Reporter Requirements: Subrecipient acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as The Child Abuse and Neglect Reporting Act.

Subrecipient further agrees and shall ensure that all employees, volunteers, consultants and agents performing services under this Agreement on behalf of Subrecipient and for the benefit of County's KSSP shall report child abuse or neglect to a child protective agency, as defined in Penal Code Section 11165.9. Further, Subrecipient shall require each employee, volunteer, consultant and agent to sign a statement acknowledging that he/she knows of and acknowledges the reporting requirements as defined in Penal Code Section 11166 and that they shall fully comply with the provisions said Code Section. Subrecipient shall provide a copy of said employee, volunteer, consultant or agent signed mandated reporter statement(s) to County within five (5) days of County's written request for same.

ARTICLE VIII

Fingerprinting. Pursuant to California Penal Code §11105.3(a), "Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of §15660 of the Welfare and Institutions Code of a person who applies for a license, employment, or volunteer position, in which he or she would have supervisory or disciplinary power over a minor or any person under his or her care." Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement. Contractor further warrants that said employees, subcontractors, assignees, volunteers and other persons have been cleared by Contractor to perform the services described in this Agreement. All fingerprinting services shall be at Contractor's sole expense. More specifically, Contractor agrees that:

1. Each applicant for paid or volunteer employment by Contractor who shall or may have a supervisory or disciplinary power over a minor or any person under his or her care shall be fingerprinted in order to determine whether they have a criminal history, which would compromise the safety of such minor, or person(s) under his or her care. All fingerprinting shall be at Contractor's sole expense.
2. The fingerprinting process as set forth above shall be completed and the results of the process shall be obtained before any of the Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work with any minor or person referred to Contractor by County. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation and (2) that the applicant understands that a background check shall be conducted and that he or she shall be immediately dismissed from

employment if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.

3. Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been fingerprinted, shall provide the date of said fingerprinting and shall state whether or not the process has disclosed any criminal history of the individual, which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) by Contractor shall be retained or disposed of pursuant to current DOJ directives.

ARTICLE IX

Nondiscrimination: Assurance of compliance with the El Dorado County Department of Human Services nondiscrimination in State and Federally assisted programs requirements as follows:

Contractor hereby agrees that they shall 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 1977, 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 section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 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; and hereby give assurance that it shall 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 hereby 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, shall be prohibited.

Contractor and County Representative shall, with oversight from the DHS Civil Rights Coordinator, develop and implement a plan to allow County to monitor Contractor's non-discrimination and civil rights policies and procedures, as required by the CDSS. Monitoring shall include, but is not limited to: accommodation of individuals with hearing impairments, visual impairments and other disabilities; appropriate language services, including bilingual interpreters available to provide services and how written information is effectively communicated to individuals requiring accommodations; procedures for informing participants and potential participants of their civil rights, adequate Contractor staff training in the civil rights and cultural awareness requirements of Division 21; and procedures on informing participants or potential participants of their civil rights.

By accepting this assurance, 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 section 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 Contractor directly or through contract, license, or other provider services, as long as it receives Federal or State assistance.

County policy is intended to be consistent with the provisions of all applicable State and Federal laws.

ARTICLE X

HIPAA Compliance: All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information. Contractor shall not allow access to, disclose or use, directly or indirectly, at any time any such confidential information. If Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), Contractor shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE XI

Confidentiality and Information Security Provisions: Contractor shall comply with applicable laws and regulations, including but not limited to The Code of Federal Regulations, Title CFR45, parts 160-164, regarding the access to and confidentiality and security of personal identifiable information (PII) and the Social Security Act §1106 regarding disclosure of information in possession of an Agency.

Personal identifiable information (PII) means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

A. Permitted Uses and Disclosures of PII by Contractor.

(1) **Permitted Uses and Disclosures.** Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.

(2) **Specific Uses and Disclosures provisions.** Except as otherwise indicated in the Agreement, Contractor shall:

(a) Use and disclose PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and

(b) Take all reasonable steps to destroy, or arrange for the destruction of a customer's records within its custody or control containing personal information which is no longer to be retained by Contractor by (1) shredding, (2) erasing or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

B. Responsibilities of Contractor.

(1) Contractor agrees to safeguards:

(a) To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and

(b) Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and

(c) Contractor shall implement appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.

(2) Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:

(a) Network based firewall and/or personal firewall; and

(b) Continuously updated anti-virus software; and

- (c) Patch-management process including installation of all operating system/software vendor security patches.
- (3) Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors in violation of the requirements of this Agreement.
 - (4) Agents and Subcontractors of Contractor. To ensure that any agent, including a subcontractor to which Contractor provides PII received from County, or created or received by Contractor, for the purposes of this Agreement shall comply with the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
 - (5) Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII and/or data, where the information and/or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer at (530) 621-5852. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

ARTICLE XII

Access to Records: Contractor shall provide access to the Federal, State or local Contractor agency, the Controller General of the United States, or any of their duly authorized Federal, State or local representatives to any books, documents, papers, and records of Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

ARTICLE XIII

Compliance with All Federal, State and Local Laws and Regulations: Contractor shall comply with all Federal, State and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42USC12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from County's Department of Human Services.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety and health and sanitation regulations. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Contractor further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of El Dorado and all other appropriate governmental agencies and shall maintain these throughout the term of the Agreement.

ARTICLE XIV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 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 shall 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 XV

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 agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE XVI

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 XVII

Independent Contractor/Liability: 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 terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and

negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE XVIII

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 XIX

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 shall 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 the performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XX

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 with 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.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** Either party may terminate this Agreement in the event the other party 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:** Either party may terminate this Agreement in whole or in part seven (7) calendar days upon written notice to County for any reason. If such prior termination is effected, County shall 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. In the event of termination for default, El Dorado reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XXI

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. Notice to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO
DEPARTMENT OF HUMAN SERVICES
3057 BRIW ROAD
PLACERVILLE, CA 95667
ATTN: DEANN OSBORN, STAFF SERVICES ANALYST II

or to such other location as County directs with a copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: GAYLE ERBE-HAMLIN, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

LILLIPUT CHILDREN'S SERVICES
1651 RESPONSE ROAD, SUITE 300
SACRAMENTO, CA 95815
ATTN: KAREN ALVORD, EXECUTIVE DIRECTOR

or to such other location as Contractor directs.

ARTICLE XXII

Indemnity: Contractor shall defend, indemnify and hold County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys 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 Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s) and employee(s) or any of these, except for the sole or active negligence of County, its officers and employees, or as expressly proscribed 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 XXIII

Interest of Public Official: No official or employee of El Dorado 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 El Dorado County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXIV

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 XXV

Lobbying Certification: The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or shall be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions. A copy of Form SF-LLL can be downloaded and completed at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE XXVI

California Residency (Form 590): All independent Contractors providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. Contractor shall 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 Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXVII

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

ARTICLE XXVIII

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

- A. Full Workers' Compensation and Employers' 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.
- C. Automobile Liability Insurance of not less than \$500,000.00 is required in the event motor vehicles are used by Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance shall be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- 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 the 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 the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event 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 shall not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.
- I. Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. Either:
 - 1. Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or
 - 2. 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 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 the Risk Management Division, as essential for the protection of County.

ARTICLE XXIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is DeAnn Osborn, Department of Human Services Staff Services Analyst II 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 provision shall continue in full force and effect without being impaired or invalidate in any way.

ARTICLE XXXII

Venue: Any dispute resolution action rising 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. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

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ARTICLE XXXIII

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: *DeAnn Osborn*
DeAnn Osborn, Staff Services Analyst II
Department of Human Services

Dated: *April 7, 2010*

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: *Daniel Nielson*
Daniel Nielson, Director
Department of Human Services

Dated: *4-8-2010*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement #365-S1011 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 
Chair **Norma Santiago**
Board of Supervisors
"County"

Dated: 6/15/10

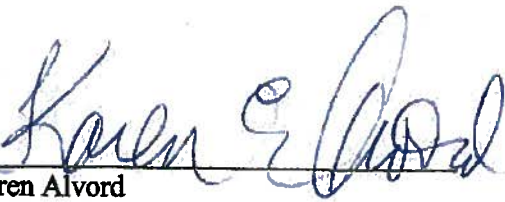
ATTEST:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 6/15/10

-- CONTRACTOR --

LILLIPUT CHILDREN'S SERVICES
A CALIFORNIA CORPORATION

By: 
Karen Alvord
Executive Director
"Subrecipient/Contractor"

Dated: 4/14/10

By: 
Corporate Secretary

Dated: 4/14/10

Exhibit A

KSSP Background, Purpose and Goals

Kinship Support Services Program (KSSP) Background

Assembly Bill 1193 (Statutes of 1997, Chapter 794) appropriated funds for the California Department of Social Services (CDSS) to conduct a Kinship Support Services Program. This program provides funds for the planning, start-up, and expansion of kinship support services programs in California counties. These programs are required to provide community-based family support services to relative caregivers, to the court dependent children placed in their homes and to relative caregivers of children who are at risk of dependency or delinquency. The program is also mandated to provide post-permanency services to relative caregivers who have become the legal guardian or adoptive parent of formerly dependent children. The legislation provides for Technical Assistance ("TA") to the KSSP and funds for State administration of the program.

The Purpose And Goals Of The KSSP Are To:

- A. Establish a family support program of services for the following target population:
- Relative caregivers and the children/teens placed in their homes by the juvenile court; and/or
 - Relative caregivers and the children/teens that are living with them who are at risk of dependency or delinquency; and/or
 - Relative caregivers who are the legal guardian or adoptive parent of formerly dependent children/teens; and/or
 - Relative caregivers with children/teens in voluntary placements.
 - a. These services should:
 - Result in improved outcomes related to safety, permanence, and well-being for the children receiving services; and
 - Reduce or eliminate the need for juvenile court jurisdiction; and
 - Ensure caregivers understand options for permanency, such as guardianship or adoption, and the resources available to support permanency such as the Kinship Guardianship Assistance Payment (Kin-GAP) Program and the Adoption Assistance Program; and
 - Ensure that children/teens receive necessary services to transition to adulthood, i.e., Independent Living Program (ILP) services; and
 - Ensure that family ties are maintained by:
 - ✓ Maintaining children in the home of relatives when they cannot live safely with their parents; and
 - ✓ Supporting placement of siblings together; and
 - ✓ Placing American Indian children with caregivers prioritized by the Indian Child Welfare Act (ICWA); and
 - Increase a relative caregiver's capacity to obtain and maintain employment by the provision of supportive services.
- B. Create incentives for blended funding and increased collaboration among service providers, stakeholders, and the County's Child Welfare Agency that result in:
- Testing the feasibility of new financing and reimbursement mechanisms; and/or
 - Reduced foster care caseloads; and/or
 - Reduced public funding for such services.
- C. Collect and report data regarding the provision of KSSP services that achieve improved outcome goals related to safety, permanence, and well being.

Exhibit B

Kinship Support Services Program (KSSP) California State Department of Social Services Requirements

Target Populations:

Subrecipient and Providers shall serve the KSSP target population including:

- Relative caregivers and the children/teens placed in their homes by the juvenile court.
- Relative caregivers and the children/teens that are living with them who are at risk of dependency or delinquency.
- Relative caregivers who are the legal guardian or adoptive parent of formerly dependent children/teens.
- Relative caregivers with children/teens in voluntary placements.

Site Requirements:

KSSP services shall be provided in at least one (1) dedicated facility¹ in the community to be served. All site(s) must have sufficient space to deliver required services (e.g., support groups, activities, tutoring, counseling, etc.) and be located in an area that is easily accessible to the target population.

KSSP site(s) is/are required to meet the following criteria:

The area is safe	Americans with Disabilities Act (ADA) requirements
Access to public transportation	Adequate parking available
Office space for director/community workers	Visible identification that site offers KSSP services
Well lighted, windows	Zoning Requirements

KSSP site(s) is/are recommended to meet the following criteria:

Indoor space for small/large group activities such as for conference/training rooms	Outdoor space (preferably fenced) or access to park/play area
Welcoming reception area comfortable for family/child/teen	Space for clothes and/or food closets, library (if possible)
Kitchen space	Storage space

Funds may be used for staffing, rent, equipment, and other operating expenses that are directly related to the planning or operation of the KSSP project. Funds may also be used to purchase the required computer(s). Funds used for supplies may not exceed 10% of the allocation.

Funds may not be used to renovate or purchase the facility.

Information Technology and Data Reporting Requirements:

Subrecipient must have an IBM-compatible personal computer that is capable of running Microsoft Access 7.0 (or above) software. Specifically, Intel or AMD processor running at a minimum of 166 MHz, 256 MB RAM (512 MB recommended); hard drive with a minimum of 500 MB of free space; Microsoft Windows 2000, XP, or above; Microsoft Office 2000, XP, or above, with Microsoft Access included; backup capability (CD or DVD burner, flash drive, Zip drive, or via a network or the Internet).

- A. Software for program data collection and training on the use of this software will be provided to Subrecipient by the State's Technical Assistance (TA) consultant.
- B. In order to be funded, Subrecipient must provide data to CDSS and/or its agent for evaluation purposes.
- C. A designated staff person shall be responsible for collecting and providing KSSP Data to CDSS and/or its agents.

¹ Dedicated Facility is a building that has one or more offices dedicated only to KSSP services.

Exhibit C

KSSP PROJECT SITE INFORMATION

Address of KSSP site: 5075 Hillsdale Circle, Suite 175, El Dorado Hills, CA 95762					
Put a check mark on the days that will be served and the hours of operation for each day.					
	Monday	Tuesday	Wednesday	Thursday	Friday
Days	X	X	X	X	X
Hours	8 a.m.-5 p.m.	8 a.m.-5 p.m.	8 a.m.-5 p.m.	8 a.m.-5 p.m.	8 a.m.-5 p.m.
Is the facility which houses/will house the KSSP owned or leased?					
<input type="checkbox"/> Owned					
<input checked="" type="checkbox"/> Leased Term of lease: May 1, 2007 to May 31, 2010					
Has the local fire marshal inspected the facility and provided fire clearance approval?					
<input checked="" type="checkbox"/> Yes Date of last inspection: February 2, 2007					
<input type="checkbox"/> No When will it be inspected?					
Are any special use permits needed to operate the KSSP in this facility?					
<input type="checkbox"/> Yes Have these been obtained? <input type="checkbox"/> Yes <input type="checkbox"/> No					
<input checked="" type="checkbox"/> No When will it be inspected?					
Facility square footage:		1,540			
Of total square feet of facility, how many square feet are devoted to the KSSP?		770			
Does the facility meet the Americans with Disabilities Act (ADA) requirements?					
<input checked="" type="checkbox"/> Yes					
<input type="checkbox"/> No		If no, what must be done to meet the requirements?			
If no, date when the requirements will be met?					

Exhibit D

KSSP – Required Services and Staffing

Site Name: El Dorado Hills - KSSP
 Lilliput Children's Services
 5075 Hillsdale Circle, Suite 175,
 El Dorado Hills, CA 95630
 916/923-5444

Service	Responsible Staff Position	Relative Caregiver
Assessment of the need for KSSP services and ongoing service management	Case Manager/ Program Coordinator	
Description: Community partners advisory committee, consultation with El Dorado County Program Administrators, survey kin caregivers; survey agencies, churches, and schools throughout the community.		
Social Services referral and intervention aimed at maintaining the kinship family unit (e.g., housing, homemaker services, respite care, legal services, day care, family conferencing)	Case Manager and Kin Parent Partner	✓
Description: Referral form for KSSP will be provided to community partners and organizations. Case managers will provide in home support services.		
Information and Referral Services	Case Manager and Kin Parent Partner	✓
Description: A phone intake and/or case plan will be established to include referrals to address identified needs. Customer satisfaction follow-ups will help to assess the usefulness of services.		
Transportation (for medical care, educational and recreational activities)	Case Manager	
Description: KSSP will pay for transportation when there are transportation barriers to accessing services. Recreational opportunities exist through Boys and Girls Club and social activities will be planned by KSSP staff.		
Individual & Group Counseling (parent/child relationship and conflict resolution)	Case Manager	
Description: Families with county Medi-Cal can be seen by Tahoe Youth and Family in South Lake Tahoe or New Morning on the Western Slope of El Dorado County. Sliding fee scales are available. KSSP will help fund. Directory of other qualified therapists maintained.		
Counseling and referral services aimed at promoting permanency, including kin adoption and guardianship	Case Manager	
Description: Case management and MSW in home work and assessments. Referrals to counseling will be made when deemed important to the case plan. Support groups will also be offered.		
Tutoring and mentoring for children/teens	Case Manager and Kin Parent Partner	✓
Description: KSSP will facilitate tutoring through local organizations (e.g. Boys and Girls Club and local schools). Implementation of a mentoring program via volunteer caregivers to support newer caregivers/families in crisis.		
Collecting and Reporting KSSP Data	Program Coordinator	

Exhibit E

KINSHIP SUPPORT SERVICES PROGRAM INVOICE

Important: Only original invoices will be accepted. To help identify an original invoice, we would prefer vendors to use blue ink.
"White-out" corrections will not be accepted.

Service Month: _____ through _____
 Invoice / Account Number: _____
 Business / Owner Name: Lilliput Children's Services
 Business Address: 1651 Response Road, Suite 300, Sacramento, CA 95815
 Telephone Number: 916-923-5444

1 Service Dates	2 Type of Service	3 Total Billed to El Dorado County DHS
_____ through _____	KSSP Services	
INVOICE TOTAL		

I certify the above information is true and correct to the best of my knowledge.

Authorized Signature _____ Date _____

County Use Only

Index Code: 530900 Sub Object: 4300 User Code: 50Y183

Approvals: _____ Date: ___/___/___

KSSP Coordinator: _____ Date: ___/___/___

Program Manager: _____ Date: ___/___/___

Director: _____ Date: ___/___/___

Send invoice to:

El Dorado County
 Dept. of Human Services
 Attn: Accounting Unit
 2057 Briw Ridge Road, #A
 Placerville, CA 95667

Exhibit G

EL DORADO COUNTY ASSURANCES KINSHIP SUPPORT SERVICES PROGRAM (KSSP)

The private, non-profit organization that will be operating the KSSP described in this El Dorado County Agreement for Services #365-S1011 assures that the following is true and correct.

County Name		
Name of Private, Non-Profit Organization		
Name of Contact Person	Phone Number	
E-Mail	FAX Number	
Address		
City	State	Zip

The agency assures the following documents are available and on file in the private, non-profit organization's office and will provide copies of all documents to the Department of Human Services:

- Articles of Incorporation
- By-Laws
- Statement of Tax Exempt Status
- Balance Sheet and/or Certified Public Accountant Audit Report (for most recent fiscal year)
- Statement of Drug Free Workplace
- List of Board of Directors

Name of Agency Director	Date
Original Signature of Agency Director	