

SAMPLE FOR REFERENCE ONLY

AGREEMENT FOR SERVICES #____-_____

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and _____, a _____, duly qualified to conduct business in the State of California, whose principal place of business is _____, and whose Agent for Service of Process is *Company name, physical address*, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County issued a Request for Proposal No. 16-918-062 to select a Contractor to provide Kinship Finding, Family Engagement, and Lifelong Connections services for foster youth, or other services on an "as requested" basis for clients referred by the County of El Dorado Health and Human Services Agency; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State (all references to "State" in this Agreement shall mean the State of California unless otherwise specified), and local laws; and

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

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

ARTICLE I

(SCOPE OF SERVICES HAS BEEN INCLUDED AS A REFERENCE SAMPLE ONLY. THE DEFINED SCOPE WILL BE NEGOTIATED WITH THE VENDOR)

Scope of Services: Kinship Finding, Family Engagement and Lifelong Connections, herein referred to as “Kinship Engagement”, services focuses on building a network of committed adults for youth in foster care. It involves actively identifying and engaging relatives, non-relatives, and other important people in a foster child’s life for potential placement, guardianship, adoption, and/or lifelong relationships.

- The goals of the Kinship Engagement program include, but are not limited to:
- Increase the number of relative and non-related extended family member (NREFM) caregivers;
- Improve permanency outcomes and timeliness;
- Improve placement stability outcomes;
- Increase the number of lifelong connections established for involved youth; and
- Increase the number of youth utilizing family finding services.

Contractor shall provide personnel and services necessary to provide Kinship Engagement services. The Contractor shall also provide up to 100 single or multiple units or sessions of Therapeutic Counseling services on an as needed basis for foster youth receiving Kinship Engagement services.

A. Co-location

The Contractor shall co-locate (with a schedule to be mutually agreed upon) with Child Welfare Services in Placerville and / or South Lake Tahoe. The Contractor shall make personnel providing the services identified herein are available to serve CWS locations in both Placerville and South Lake Tahoe

B. Professional License Requirements:

1. Therapeutic counseling services shall be provided by a currently Licensed Clinical Social Worker (LCSW), licensed Marriage and Family Therapist (MFT), or Psychologist whose license has been issued and is regulated by the State of California. Said licenses must be considered clear, i.e., license renewal fees have been paid, continuing education requirements (if applicable) have been met, and there have been no actions or revocations placed against it by the State licensing or certifying agency.
 - a. The California Department of Consumer Affairs, Board of Behavioral Sciences and the California Department of Consumer Affairs, Board of Psychology do not have reciprocity with any other state licensing board. Therefore, any LCSW, MFT, or Psychologist who is providing HHSA approved services to a Client who is receiving services outside California must have a current, clear license issued and regulated by the appropriate certifying agency for the state in which they are practicing.
 - b. Contractor shall notify County within five (5) business days of any pending Federal, State, County, City, or licensing or governing agency investigations or investigation findings, disciplinary actions, or administrative actions found against Contractor or Contractor’s employees’ professional license(s). This includes but is not limited to formal accusations, citations, revocations, suspensions, stayed

- revocations or suspensions, probation, voluntary or mandatory surrender of license, or formal public reprimand.
- i. Within five (5) business days of formal accusations, citations, revocations, suspensions, stayed revocations or suspensions, probation, voluntary or mandatory surrender of license, or formal public reprimand, Contractor shall provide County with copies of Court accusations and/or dispositions relating to Contractor or Contractor's employee's license.
 - ii. Contractor shall provide initial and ongoing proof of compliance with probationary stipulations.
2. If any service is delegated to an intern, the intern must be pre-licensed by the appropriate certifying state agency and all service assignments must be under the direct supervision of a currently licensed Psychologist, Psychiatrist, Licensed Clinical Social Worker, or Marriage and Family Therapist as described above. No intern shall be the sole author of any written initial visit report or any other report that pertains to Client or Client's treatment plan. All Client-related documents must be reviewed, approved, and signed by said licensed Psychologist, Psychiatrist, LCSW, or MFT.
- C. Services: The Contractor shall be responsible for responding to all County referrals for services. All Kinship Engagement services shall be provided using evidenced informed practices. Services to be provided include the following:
1. Discovery and Search Services – Contractor will provide intensive child/youth-specific permanency services including kinship family finding and engagement to 20-25 children/youth referred by County each 12 month period for the term of this agreement. This process shall include:
 - a. Developing relationships with children referred for Kinship Engagement Services in order to effectively explore their natural connections and to begin mapping a genogram. A genogram shall be created for every youth receiving Kinship Engagement Services.
 - b. Conduct research and generate useful information from birth parents, internet search engines and web based resources, other computer mediated resources including but not limited to social media, family members, and other sources available to determine kin connections.
 - c. Generate letters to potential family members and kin relations to establish interest in participation with the youth's life and develop further information.
 - d. Provide updates and information with any County representative, including the Social Worker, assigned to the youth's case, as applicable by law.
 2. Exploration and Engagement – Contractor shall engage referred youth and conduct sensitive and exploratory conversations in order to discover who may be related or connected to the youth, and that person's relationship to the youth. These exploratory interviews may include but not be limited to family members, current care providers, school professionals, coaches, and others identified as having knowledge of kin and important persons in the life of the youth. This process shall include:
 - a. Establishing a relationship with the youth to determine a comprehensive list of relatives and other prospective supports and team members.
 - b. Contact, screen, and engage family members and other important persons, assuring privacy and confidentiality of the youth, as mandated by law.
 - c. Conduct meetings in person and via computer mediation to bring family members and other important persons together with the youth to provide support.

- d. Work collaboratively with family members and other important persons to develop a plan for providing continued support to the youth during the time the youth is receiving Kinship Engagement services.
3. Team Discussion and Planning – The Contractor shall evaluate and review information gained during the Discovery and Engagement phase, and the Exploration and Engagement phase. Additionally, the Contractor shall:
 - a. Convene and or participate in Child Family Team Meetings and other planning processes, to include face-to-face, telephonic, and computer mediated communication about the next steps to delivering services for the youth.
 - b. Meet on an as needed basis with County staff in order to inform the County and receive information as to the next steps for the youth.
 - c. Under the direction from the County, take necessary steps to begin the relationship formation process between the family members and/or other important persons and the youth.
4. Deepening and Sustaining the Connection – The Contractor shall work to prepare the family members and other important persons to assist the social worker with decision-making and support for the youth. This process shall include:
 - a. Establishing interactions and meetings with the youth and family members and/or other important persons in order to facilitate building a relationship between them.
 - b. Provide trauma-informed parenting and “nurtured heart” training to caregivers who are identified as being suitable for placement.
 - c. Provide trauma-informed help and assistance to family members and other important persons in understanding the child’s behavior and emotional needs.
 - d. Provide referrals and access to resources available through community partners located in El Dorado County.
5. Transitioning the Case – The Contractor shall facilitate a transition of the case using an integrated family finding and engagement approach. This process shall include:
 - a. Maintaining a connection with the family members / other important persons to assure solid and fluid relationships are in place to sustain the placement and / or relationship.
 - b. Provide resource referrals to established partners providing services beneficial to the family members and / or other important persons throughout El Dorado County.
 - c. Document the services delivered and report on said services to the County Social Worker.
6. Therapeutic Counseling Services – The Contractor shall provide access to therapeutic support through a licensed clinician meeting the professional license requirements identified herein.
 - a. The Contractor shall provide, with prior authorization from HHSA, up to thirty (30) clinical or therapeutic sessions with a licensed therapist or associate under the direct supervision of a licensed clinical therapist to provide brief, short-term therapeutic support to youth involved in Kinship Engagement services. Therapeutic counseling services are reimbursed at the current Drug Medi-Cal Rate for Regular DMC Outpatient Drug Free (ODF) Individual Counseling Unit of Service Rate.
 - b. The Contractor shall also refer youth receiving services to an appropriate mental health provider in their community with the goal of addressing behavior health needs that will prepare the youth for permanent placement.

- c. The Contractor shall utilize the licensed clinical staff funded through this program to the degree appropriate and necessary once a Program Disbursement Authorization has been signed and issued by HHSA staff.
- d. The Contractor shall also utilize and assure access to services available through Medi-Cal, or other established behavior health providers, as appropriate.

D. Reporting Requirements:

- 1. The Contractor shall provide timely feedback and summation reports to the referring County Social Worker.
- 2. The Contractor shall develop and report measurements for all services to be performed in order to accurately capture the outcomes of services provided.
 - a. The developed and reported measurements of services must clearly indicate how services are correlated to achieving outcomes.
 - b. Reports of the outcomes must accurately reflect the extent to which program goals are being accomplished.
- 3. The Contractor shall submit a monthly report including, but not limited to, the following information:
 - a. The number of youth referred each month and the name of the County Social Worker referring the youth.
 - b. A list of contacts made to appropriately identify family members / other important persons for each youth referred.
 - c. Other quantitative or qualitative data as requested by the County, including but not limited to:
 - i. A description of the type of services provided;
 - ii. The tools used and effectiveness of those tools in accomplishing the goals of this agreement;
 - iii. A measurement of the effectiveness of service delivery in achieving successful outcomes;
 - iv. Progress toward meeting the goals identified in this agreement;
 - v. Progress toward meeting the needs of the County, referred youth, and community in achieving successful kinship placements; and
 - vi. Feedback from referred youth and family members and / or important persons on their satisfaction with the services provided.
- 4. Reports shall be sent as follows, or as otherwise directed in writing by County:

<i>For Service(s) Authorized by West Slope HHSA Staff, Please Send Reports to:</i>	<i>For Service(s) Authorized by East Slope HHSA Staff, Please Send Reports to:</i>
County of El Dorado Health and Human Services Agency Attn: Contract Administrator 3057 Briw Road, Suite A Placerville, CA 95667-5321	County of El Dorado Health and Human Services Agency Attn: Contract Administrator 3368 Lake Tahoe Blvd. 100 South Lake Tahoe, CA 96150-7915

E. Employment Qualifications:

- 1. The Contractor shall assure all staff, volunteers, and interns have training in child abuse mandated reporting, basic training in cultural diversity/competency, substance abuse, trauma-informed practice, and domestic violence. Proposers shall ensure all staff, volunteers, and interns are familiar with the Child Welfare Services and the Dependency Court process.

2. The Contractor shall not employ or continue to employ any person convicted of any crime involving harm to children and/or elder or dependent adults, or any person on active probation or parole, nor shall employment be offered to or continued for any person who must register pursuant to the Penal Code Section 290.
3. The Contractor shall ensure volunteers and interns are utilized only in the provision of non-professional level services, including accompaniment, organization of social and recreational activities, visitation supervision, and other non-professional level services.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire June 30, 2019, unless terminated earlier pursuant to the provisions contained in this Agreement under the Article(s) titled “Default, Termination, and Cancellation” or “Fiscal Considerations.”

ARTICLE III

Compensation for Services:

(COMPENSATION FOR SERVICES WILL AT A RATE DETERMINED THROUGH NEGOTIATION WITH THE VENDOR)

Total amount of this Agreement shall not exceed \$427,680.

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 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 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

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 IX

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 X

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 XI

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 XII

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
(Department Name)
(Address)
(City, State, Zip)
ATTN: (Name), (Title)

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: Terri Daly, Purchasing Agent

Notices to Contractor shall be addressed as follows:

(COMPANY NAME)
(Address)
(City, State, Zip)
ATTN: (Name), (Title)

or to such other location as the Contractor directs.

ARTICLE XIII

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 XIV

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages 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 Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence 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 XV

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 XVI

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 XVII

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 XVIII

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 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 XIX

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 XX

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 XXI

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 XXII

County Business License: 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 Code Section 5.08.070.

ARTICLE XXIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is (name), (title), (department), or successor.

ARTICLE XXIV

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 XXV

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 XXVI

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 XXVII

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.

ARTICLE XXVIII

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: _____

Name
Title
Department

Dated: _____

Requesting Department Head Concurrence:

By: _____

Name
Title
Department

Dated: _____

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

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Terri Daly, Purchasing Agent
Chief Administrative Office
"County"

OR

-- COUNTY OF EL DORADO --

Dated: _____
By: _____
Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- CONTRACTOR --

IF CORPORATION, LLC, ETC.
(COMPANY NAME, INC.)
(A [NAME OF STATE] CORPORATION)

IF SOLE PROPRIETOR, ETC., DELETE THIS TEXT

By: _____

Name
Title
"Contractor"

Dated: _____

By: _____

Corporate Secretary

Dated: _____

(insert contract preparer's initials)

(insert purchasing assigned contract #)