

ORIGINAL

AGREEMENT FOR SERVICES #366-S0811

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 "El Dorado") and Placer County, a political subdivision of the State of California (hereinafter referred to as "Placer");

WITNESSETH

WHEREAS, El Dorado and Placer desire to establish a collaborative relationship to handle sensitive child welfare referrals/cases; and

WHEREAS, Sensitive referrals/cases are defined as those in which allegations of abuse or neglect have been lodged against an El Dorado County Department of Human Services employee or relative, or a Placer County Health and Human Services employee or relative; and

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

NOW, THEREFORE, El Dorado and Placer mutually agree as follows:

ARTICLE I

Scope of Services: The parties hereto agree to perform the following mutual responsibilities:

1. Receiving and Processing the Initial Telephone Contact

- a) The County originating the request for reciprocal CPS service ("Originating County") will instruct their intake social workers to, upon identifying a referral that may be sensitive in nature ("sensitive referral,") immediately notify their supervisor(s) and program manager. The supervisor and/or manager will determine whether or not to utilize the services of the County who will provide the reciprocal CPS service ("Provider County").
- b) As soon as it is apparent that the referral may be a sensitive referral, the Originating County's intake worker will immediately stop the intake process, notify their supervisor(s) and the supervisor will continue the take over the conversation with the person reporting the suspected abuse ("Reporter"). The supervisor will resume taking the Reporter's information and, upon conclusion, explain to the Reporter that the information will be referred to a designated support county in order to allow for an independent and confidential assessment.

The Originating County's supervisor will immediately notify their Program Manager of the situation and also contact an intake CPS supervisor from the Provider County to inform them of a "sensitive referral."

- c) The Originating County shall, at the time of their request for reciprocal services, provide the Provider County with the Originating County's written guidelines regarding appropriate approved expenditures for services, county share of costs, placement, and other service-connected costs.
- d) A supervisor in the Provider County will assign the referral to a highly experienced field social worker or supervisor. The primary worker may, on a case-by-case basis and with the prior knowledge and approval of their supervisor and/or program manager, have another coworker or supervisor present during face-to-face interviews and/or contacts with the person(s) being investigated.
- e) The referral will be entered and marked "sensitive" in the CWS/CMS system by the Provider County and may only be accessed by Provider County's case assigned Social Worker(s) and supervisor(s).
- f) If, at any time during the investigation, the Provider County determines that the outcome may result in a situation that will directly affect the job duties of the person being investigated, or it is found that they may be a danger around children, the supervisor who has received the case will notify the Originating County's Director, Assistant Director and/or Child Protective Services Program Manager immediately by telephone.
- g) Written support documents may be faxed or mailed, but all involved parties must protect and ensure the privacy of the person(s) being investigated.
 - 1. If documents are faxed, the county sending the document(s) shall alert the receiving supervisor of the incoming fax and indicate "Confidential" on the cover sheet. If the receiving supervisor is unable to receive the fax as it arrives, they shall arrange to have the Social Worker assigned to the case or another supervisor receive the fax as soon as it arrives and ensure that it is handled in a confidential manner.
 - 2. If documents are mailed, the sending county shall indicate "Confidential" on the envelope and address it to the supervisor that originated or is handling the referral. The receiving supervisor shall ensure that procedures are in place that make certain that they are the only person authorized to open correspondence addressed to them and marked "Confidential."
- h) The Provider County will file the dependency petition and all subsequent court documents in the Originating County's Superior Court unless the Court with jurisdiction over the case specifically orders otherwise.
- i) The Originating County is responsible for payment for services, county share of costs, placement, and service-connected costs as provided to the Provider County in accordance with Section 1 c herein.

2. After-Hours Referrals

- a) If a sensitive referral situation arises during the hours of 5:00 p.m. to 8:00 a.m., Monday through Friday, and 5:00 p.m. Friday evening through 8:00 a.m. Monday morning ("weekend") and anytime during a holiday, any immediate response issues will be cross-reported to the appropriate law enforcement agency within the Originating County. When the after-hours Social Worker is notified of the sensitive referral situation, they will immediately contact the on-call supervisor(s) and/or manager to advise them of the potential sensitive referral situation. The Originating County will then contact the CPS on call supervisor(s) and/or manager of Provider County to determine if the immediate response can or should be delayed until the next workday.

3. Eligibility Responsibilities

- a) The Originating County will forward copies of all placement paperwork and any eligibility information they may have to the Provider County. They will retain the original paperwork and other information for the Originating County's files.
- b) The Provider County Social Worker will be responsible for notifying the Originating County's Foster Care Eligibility Supervisor about the case. Social Worker and Eligibility Supervisor will work together to complete all paperwork necessary to begin payment.
- c) The Provider County's Foster Care Eligibility Supervisor will contact the Provider County's and Originating County's Account Supervisor or Chief Financial Officer to notify them of a sensitive referral situation, the potential of reimbursements to Provider County, and a detail of potential and real costs that may or have been incurred on behalf of the Originating County by the Provider County.
- d) The Provider County will bill Originating County as it relates to claiming procedures. The Provider County will provide copies of all receipts and other paperwork as it relates to each claim.

4. Cases Requiring Ongoing Services

- a) If it is determined that Juvenile Court action is required, all Court proceedings will be held in the Originating County. The Provider County will make available a Social Worker to manage the case and to appear in all Court proceedings in the Originating County or other such County as the Court with jurisdiction over the proceedings so orders.

ARTICLE II

Term: This Agreement shall become effective September 20, 2007 and shall remain in effect until terminated by either party, and may be terminated by either party upon thirty (30) days written notice.

ARTICLE III

Compensation for Services: The Originating County shall, at the time of their request for reciprocal services, provide the Provider County with written guidelines regarding Originating County's Board of Supervisor's current approved reimbursement policies for the services requested.

The Provider County shall submit, in conjunction with its invoice for reimbursement, a copy of its most recent travel policy as it applies to reimbursable costs, a copy of the most recent salary schedule and, if applicable, a copy of the Provider County's most recent Memorandum of Understanding ("MOU") between the County and its employee organization with salary details contained therein. Originating County will pay Provider County monthly in arrears. Payment shall be made within thirty (30) days following Originating County's receipt and approval of itemized invoices detailing services rendered. Provider County will be reimbursed by Originating County at current costs based on the then-current MOU, salary schedule and travel policy of the Provider County.

Provider County will adhere to written guidelines for expenditures provided by the Originating County. Provider County shall submit invoices no later than forty-five (45) days following the end of any month in which services are provided. Invoices shall include the following information:

- Name of client(S)
- Dates of service
- Type/Description of service
- Agreed upon rate of service provided
- If work hours are being billed, name of employee(s), classification of employee, hourly rate, and number of hours
- Provider County's remittance address and telephone number

Originating County shall not be obligated to pay any charge that is not in conformance with the Originating County's written guidelines as submitted to Provider County, unless such charge has been approved in writing by the Originating County's Director, Assistant Director, or Chief Financial Officer.

The total of this Agreement shall not exceed \$50,000.00.

ARTICLE IV

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 V

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.

- B. 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.
- C. Termination or Cancellation without Cause: Either party may terminate this Agreement in whole or in part seven (7) calendar days upon written notice to the other party for any reason. If such prior termination is effected, the noticing party will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to the other party, and for such other services, which the noticing party may agree to in writing as necessary for contract resolution. In no event, however, shall the noticing party be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, the Provider party 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/Placer reserves the right to take over and complete the work by contract or by any other means.

ARTICLE VI

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 El Dorado shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO
DEPARTMENT OF HUMAN SERVICES
3057 BRIW ROAD
PLACERVILLE, CA 95667
ATTN: DOUG NOWKA, DIRECTOR

or to such other location as El Dorado directs.

Notices to Placer shall be addressed as follows:

COUNTY OF PLACER
DEPARTMENT OF HEALTH AND HUMAN SERVICES
379 NEVADA STREET
AUBURN, CA 95603
ATTN: RICHARD J. BURTON, M.D, M.P.H., DIRECTOR

or to such other location as Placer directs.

ARTICLE VII

Indemnity: Placer shall defend, indemnify and hold El Dorado 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, El Dorado 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 Placer's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of El Dorado, Placer, subcontractors and employee(s) or any of these, except for the sole or active negligence of El Dorado, its officers and employees, or as expressly prescribed by statute. This duty of Placer to indemnify and save El Dorado harmless includes the duties to defend set forth in California Civil Code Section 2778.

El Dorado shall defend, indemnify and hold Placer 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, Placer 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 El Dorado's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of Placer, El Dorado, subcontractors and employee(s) or any of these, except for the sole or active negligence of Placer, its officers and employees, or as expressly prescribed by statute. This duty of El Dorado to indemnify and save Placer harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE VIII

Interest of Public Official: No official or employee of El Dorado/Placer who exercises any functions or responsibilities in review or approval of services to be provided by Placer/El Dorado 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/Placer have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE IX

Administrator: The El Dorado County Officer or employee with responsibility for administering this Agreement is Doug Nowka, Human Services Director, or successor.

The Placer County Health and Human Services employee with responsibility for administering this agreement is Richard Burton, M.D., M.P.H., Director, or successor.

ARTICLE X

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 XI

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 XII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to litigation, mediation or arbitration, shall be brought in the Originating County and shall be resolved in accordance with the laws, of the State of California. The Provider County waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XIII

Confidentiality: The parties hereto shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The parties shall not use such information for any purpose other than carrying out their obligations under this Agreement. All requests for disclosure of such information not emanating from the client shall be promptly transmitted to the other party.

A party shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such information to anyone other than the other party, except when subpoenaed by a court. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finder or voice print or a photograph. If a party receives any individually identifiable health information ("Protected Health Information" or "PHI") or creates or receives any PHI on behalf of the other party, the party 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 XIV

Mandated Reporter Requirements: The parties hereto 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.

ARTICLE XV

Nondiscrimination: Assurance of compliance with the El Dorado County Department of Human Services and Placer County Department of Health and Human Services nondiscrimination in State and Federally assisted programs requirement:

Originating County and Provider County hereby agrees that they will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 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 will immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the Originating County and Provider County 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, will be prohibited.

By accepting this assurance, the Originating County and Provider County 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 the Originating County and Provider County directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

ARTICLE XVI

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 Department Concurrence:

By:  Dated: 1/16/08
Doug Nowka, Director
Human Services Department

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

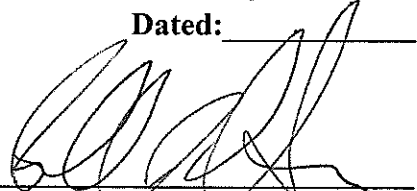
Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

COUNTY OF PLACER

2-13-08
Dated: _____

By: 
Richard J. Burton, M.D., M.P.H., Director
Health and Human Services Department
Placer County
"Placer"

Approved as to form:
Office of Placer County Counsel

By:  Date: 1-25-08
Gerald O. Carden
Chief Deputy County Counsel