

**EL DORADO COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL  
Meeting of May 15, 2007**

**AGENDA TITLE:** Amendment I to Agreement for Services #327-S0711 with Alpine County

**DEPARTMENT:** Human Services/Social Services

**CONTACT:** John Litwinovich

**DATE:** 5/4/2007

**PHONE:** X7275

**DEPT SIGNOFF:**

*John Litwinovich*

**CAO USE ONLY:**

5/7  
*C Laura Schwartz*

**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**

Human Services, Social Services Division, recommends the Board approve and authorize the Chairman to sign Amendment I to Agreement for Services #327-S0711 with Alpine County. This amendment continues the collaborative relationship between the two counties, which enables El Dorado County Human Services staff to handle Child Protective Services for Alpine County, and also allows for the provision of Adult Protective Services and In-Home Supportive Services on an "as requested" basis in the event that Alpine County requests assistance, with a maximum compensation to El Dorado County not to exceed \$150,000 during the term October 13, 2006 through June 30, 2008.

**CAO RECOMMENDATIONS:**

*Recommend approval. Laura A. Gill 5/7/07*

Financial impact? ( ) Yes (X) No

**BUDGET SUMMARY:**

Total Est. Cost	\$150,000.00
<b>Funding</b>	
Budgeted	\$150,000.00
New Funding	\$0.00
Savings	\$0.00
Other	\$0.00
<b>Total Funding</b>	\$150,000.00
<b>Change in Net County Cost</b>	\$0.00

Funding Source: (X) Gen Fund (X) Other  
Other: Federal, State and County

**CAO Office Use Only:**

4/5's Vote Required ( ) Yes (X) No  
Change in Policy ( ) Yes (X) No  
New Personnel ( ) Yes (X) No

**CONCURRENCES:**

Risk Management   
County Counsel   
Other \_\_\_\_\_

**\*Explain**

**BOARD ACTIONS:**

**Vote:** Unanimous \_\_\_\_\_ Or

**Ayes:**

**Noes:**

**Abstentions:**

**Absent:**

Rev. 04/05

**I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors**

**Date:** \_\_\_\_\_

**Attest: Cindy Keck, Board of Supervisors Clerk**

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



EL DORADO COUNTY  
DEPARTMENT OF HUMAN SERVICES

*John Litwinovich*  
Director

May 4, 2007

El Dorado County Board of Supervisors  
330 Fair Lane  
Placerville, California 95667

Members of the Board:

**Title:** Amendment I to Agreement for Services #327-S0711 with Alpine County

**Recommendations:**

Human Services, Social Services Division, recommends the Board approve and authorize the Chairman to sign Amendment I to Agreement for Services #327-S0711 with Alpine County. This amendment continues the collaborative relationship between the two counties, which enables El Dorado County Human Services staff to handle Child Protective Services for Alpine County, and also allows for the provision of Adult Protective Services and In-Home Supportive Services on an "as requested" basis in the event that Alpine County requests assistance, with a maximum compensation to El Dorado County not to exceed \$150,000 during the term October 13, 2006 through June 30, 2008.

**Reasons for Recommendations:**

In order to ensure the health and safety of Alpine County children, on October 17, 2006 the Board authorized execution of Agreement for Services #327-S0711 with Alpine County to enable El Dorado County Human Services, Social Services Division staff to cover potential Child Protective Services situations on occasions when Alpine County may not be staffed to handle these services. Amendment I was developed to expand the Scope of Services in order to allow for the additional provision of Adult Protective Services and In Home Supportive Services when necessary and clarify the duties that El Dorado County staff will perform for each service. This Amendment also extends the term through June 30, 2008, increases the reimbursement rate by \$2 per hour and increases the Maximum Compensation for Services to El Dorado County from \$10,000 to \$150,000 to allow for the provision of all services during the extended term. County Counsel and Risk Management have approved the amendment. A copy is on file with the Board Clerk.

**Purchasing Agent Recommendations:**

In accordance with Board of Supervisors Policy C-17, Section 7.4.2, the Purchasing Agent concurs with the department's request to amend this agreement. The amendment calls for modification of the scope of services to meet the needs of Alpine County; extends the term to June 30, 2008; and increases the total not to exceed amount of the contract from \$10,000.00 to \$150,000.00 necessary for the County of El Dorado to provide CPS, APS or IHSS Social Workers to assist Alpine County. Services will occur when Alpine County is unable to provide said services to its clients due to limited resources or for other emergency situations. The Purchasing Agent has determined that it is more appropriate to amend the existing agreement versus initiating a new one.

Board of Supervisors Policy C-17, Sections 7.5 and 7.10 do not apply as the County is not contracting out the necessary services, but rather is contracting to provide services to Alpine County.

**Fiscal Impact:**

Should Alpine County request assistance with Child Protective Services, Adult Protective Services or In-Home Supportive Services Alpine County will reimburse El Dorado County for all services rendered at the hourly rate of \$74.00, which will cover all costs associated with provision of said services.

**Net County Cost:**

No change.

**Action to be Taken Following Approval:**

Board Clerk to provide Procurement and Contracts with one copy and Human Services, Social Services Division, with two copies of Amendment I to Agreement for Services #327-S0711 signed by the Chairman.

Sincerely,

A handwritten signature in cursive script that reads "John Litwinovich". The signature is written in black ink on a light-colored background.

John Litwinovich  
Director of Human Services

# RUSH!

Contract #: 327-S0711

## CONTRACT ROUTING SHEET

Date Prepared: May 2, 2007

Need Date: May 2, 2007

### PROCESSING DEPARTMENT:

Department: Human Services/Social Services Division

Dept. Contact: DeAnn Schott

Phone #: X7268

Department Head Signature: John Schott

### CONTRACTOR:

Name: Alpine County Health and Human Services Agency

Address: 75-A Diamond Valley Road  
Markleeville, CA 96120

Phone: 530/694-2235

### CONTRACTING DEPARTMENT: Human Services/Social Services Division

Service Requested: EDC DHS to handle CPS/APS/IHSS services "as requested" by Alpine County - Amendment I

Contract Term: 10/13/06 extended to 06/30/08 Contract Value: \$150,000

Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: N/A

Compliance verified by: \_\_\_\_\_

### COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: 5/3/07 By: [Signature]

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

ASSIGNMENT DATE	ASSIGNMENT	INDEX NO.
<u>05/03/2007</u>	<u>[Signature]</u>	<u>520100</u>

EL DORADO COUNTY COUNSEL  
 2007 MAY 2 9:05  
 [Signature]

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

### RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: \_\_\_\_\_ Date: 5/3/07 By: [Signature]

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

DEPT	DATE	BY
<u>HUMAN RESOURCES DEPT</u>	<u>MAY -3 PM 3:17</u>	

### OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

# ORIGINAL

## AGREEMENT FOR SERVICES #327-S0711 AMENDMENT I

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THIS Amendment I to that Agreement for Services #327-S0711, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "El Dorado") and Alpine County, a political subdivision of the State of California (hereinafter referred to as "Alpine");

### WITNESSETH

**WHEREAS**, El Dorado and Alpine have been engaged in a collaborative relationship to handle child protective services on an "as requested" basis in the event that Alpine County requests assistance in accordance with Agreement for Services #327-S0711, effective October 13, 2006 and executed on October 17, 2006, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend the language in the Scope of Services, Term and Compensation for Services, hereby amending **ARTICLE I – Scope of Services**, **ARTICLE II – Term** and **ARTICLE III – Compensation for Services**;

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #327-S0711 shall be amended a first time as follows:

#### **ARTICLE I**

**Scope of Services:** The parties hereto agree to perform the following services:

##### **I. Mutual Responsibilities –CPS and APS**

###### **A. Receiving and Processing Initial Telephone Contact**

1. Alpine County's staff, upon identifying a potential Child Protective Services ("CPS") or Adult Protective Services ("APS") situation, shall immediately notify Alpine County's law enforcement authorities.
2. Alpine County law enforcement authorities and/or other reporting parties shall immediately contact the designated CPS and/or APS intake unit from El Dorado County to inform them of a report of suspected abuse.
3. El Dorado County shall assess the situation and determine the appropriate type of response.

B. Processing the Referral

1. A supervisor in El Dorado County shall have responsibility of assigning the referral to the appropriate staff for processing.
  - a. California state mandated protocol for provision of services shall be followed by staff.
2. Written support documents may be faxed or mailed, but all involved parties must protect the privacy of the person being investigated.
  - a. If documents are faxed, the sending county shall alert the receiving county of the incoming fax and indicate "Confidential" on the cover sheet. The receiving county shall arrange to have the faxed documents retrieved in a timely manner and delivered to a secure area.
  - b. If documents are mailed, the sending county shall indicate "Confidential" on the envelope and address it to the designated contact. The receiving party shall ensure that they are the only party that shall open the envelope.
3. Once the investigation has been completed, the investigation and disposition shall be documented in CWS/CMS for CPS cases and the case record for APS cases.
4. El Dorado County shall, as requested and necessary, prepare the dependency petition and all subsequent court documents for filing in the Alpine County Superior Court.
5. Alpine County is responsible for payment for services, county share of costs, placement costs, and service-connected costs.
6. Alpine County shall provide El Dorado County with a current list of vendors who are contracted with Alpine County to provide services, including foster home and group home services. Alpine County shall ensure that any updated contracted vendor lists are immediately provided to El Dorado County.

C. Response Shift Reimbursement Rates and Procedures For El Dorado County Services Rendered to Alpine County

1. Each CPS and APS response shift ("shift") shall be detailed separately. Each shift shall be charged for a minimum of three (3) hours minimum per shift worked at the not-to-exceed rate of \$74.00 per hour for a minimum of \$222.00 for each shift. Response shifts are defined as follows:
  - a. CPS and APS shall separately bill the business day shifts for the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.
  - b. CPS and APS after hour shifts shall be considered combined shifts for billing purposes. After hour shifts for business day evenings shall begin at 5:00 p.m. each business day evening and end at 8:00 a.m. the following business day morning.
  - c. CPS and APS after hours shifts shall be considered combined shifts for billing purposes for Saturday, Sunday and holidays. Each designated day of a weekend and/or holiday shift shall be a complete 24-hour shift, 8:00 a.m. through 8:00 a.m. A list of El Dorado County holidays is attached as Revised Exhibit "A".

D. After-Hour Referrals

If a CPS or APS referral situation arises during the after-hours timeframe (5:00 p.m. to 8:00 a.m., Monday through Friday, and anytime on weekends or

holidays), any immediate response issues shall be cross-reported to the appropriate law enforcement authority within Alpine County.

E. Eligibility Responsibilities

1. Eligibility benefits for any children or adults detained by El Dorado County on behalf of Alpine County shall be the sole responsibility of Alpine County.
2. El Dorado County shall complete a placement log and forward same to Alpine County's eligibility worker. The placement log is attached as Exhibit "B".
3. El Dorado County Department of Human Services staff shall notify Alpine County of any children or adults detained on behalf of Alpine County that have been placed in foster care or other protective care. El Dorado County Department of Human Services staff shall provide the placement log to Alpine County for staff to complete all paperwork and begin payment.
4. El Dorado County shall bill Alpine County as it relates to claiming procedures and at the hourly rates detailed in Item I.C.1, above. Each claiming procedure shall be billed for a minimum of three (3) hours.

F. Cases Requiring Ongoing Services

If it is determined that Juvenile Court action is required, all court proceeding shall be held in Alpine County. If the detaining Social Worker is employed by El Dorado County at the time of the scheduled appearance, El Dorado County shall make available the detaining Social Worker in order to participate in the Juvenile Court proceedings in Alpine County. Said Social Worker's time shall be reimbursed at the rate of \$74.00 per hour, portal to portal, for a minimum of three (3) hours per Court appearance.

**II. Mutual Responsibilities – In Home Support Services Referral**

A. Receiving and Processing the Initial Referral

1. Alpine County's staff, upon identifying a potential IHSS candidate, shall immediately notify El Dorado County's APS intake unit.
1. An El Dorado County Department of Human Services supervisor shall assign the Alpine County referral to the appropriate staff for processing.
  - a. California state mandated protocol for provision of services shall be followed by staff.
2. Eligibility benefits for any qualifying adult of Alpine County shall be the sole responsibility of Alpine County.
3. El Dorado County shall forward all intake and assessment paperwork and any eligibility information they may have regarding the qualified adult to Alpine County.
4. The El Dorado County and Alpine County staff shall work together to complete all paperwork necessary to begin payment and/or services for the qualified adult.

**III. Alpine County Responsibilities to El Dorado County**

- A. Alpine County's counsel shall be available and responsible for providing legal services for all Alpine County cases.
- B. El Dorado County shall have twenty-four (24) hour access to the Alpine County Department of Health and Human Services facilities and case records for the purposes of investigations, detentions, and case management.

- C. Alpine County shall ensure Alpine County fleet vehicles are available and provided to El Dorado County staff on an a twenty-four (24) hour basis for investigations, detentions, and case management.
- D. Alpine County shall provide clerical support on an as requested basis. This includes portal-to-portal courier duties to pick up court reports and other necessary documents as they pertain to Alpine County cases including but not limited to case records and documents that require filing with the Alpine County Superior Court.
  - a. Clerical support for document courier duties shall occur in a timely manner and on the same day as the request is made.

**ARTICLE II**

**Term:** This Agreement became effective Friday, October 13, 2006 and shall expire Saturday, June 30, 2008. Thereafter, El Dorado, through the Director of Human Services, and Alpine, through its authorized representative, may, in advance of performing services, mutually agree in writing to extend services for a defined period of time during the term of this Agreement, under the terms and conditions set forth herein.

**ARTICLE III**

**Compensation for Services:** Alpine will reimburse El Dorado for all services rendered, at the hourly rate of \$74.00 with each request for service being billed at a minimum of three (3) hours for each request, exclusive of costs and expenses as provided herein and as more fully detailed in **ARTICLE I - Scope of Services**. Alpine will pay El Dorado monthly in arrears. Payment shall be made within thirty (30) days following Alpine's receipt and approval of itemized invoices detailing services rendered.

El Dorado 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
- Description of Service Provided
- Dates of Service
- Remittance Address and Telephone Number

The total amount of this Agreement shall not exceed \$150,000.00.

Except as herein amended, all other parts and sections of this Agreement #327-S0711 shall remain unchanged and in full force and effect

**Requesting Contract Administrator/Department Concurrence:**

By:  Dated: 5/4/07  
 John Litwinovich, Director  
 Human Services Department  
 El Dorado County



- C. Alpine County shall ensure Alpine County fleet vehicles are available and provided to El Dorado County staff on an a twenty-four (24) hour basis for investigations, detentions, and case management.
- D. Alpine County shall provide clerical support on an as requested basis. This includes portal-to-portal courier duties to pick up court reports and other necessary documents as they pertain to Alpine County cases including but not limited to case records and documents that require filing with the Alpine County Superior Court.
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**Term:** This Agreement became effective Friday, October 13, 2006 and shall expire Saturday, June 30, 2008. Thereafter, El Dorado, through the Director of Human Services, and Alpine, through its authorized representative, may, in advance of performing services, mutually agree in writing to extend services for a defined period of time during the term of this Agreement, under the terms and conditions set forth herein.

**ARTICLE III**

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- Description of Service Provided
- Dates of Service
- Remittance Address and Telephone Number

The total amount of this Agreement shall not exceed \$150,000.00.

Except as herein amended, all other parts and sections of this Agreement #327-S0711 shall remain unchanged and in full force and effect

**Requesting Contract Administrator/Department Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
**John Litwinovich, Director**  
**Human Services Department**  
**El Dorado County**

**Requesting County Concurrence:**

**By:** \_\_\_\_\_ **Dated:** \_\_\_\_\_  
**Judy Molnar, Assistant to the Board**  
**Alpine County**

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement #327-S0711 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 ALPINE --**

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

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

**Chairman**  
**Board of Supervisors**  
**"Alpine"**

**Approved as to form:  
Office of Alpine County Counsel**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COPY**

**[REDACTED]**

AGREEMENT FOR SERVICES #327-S0711

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**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 Alpine County, a political subdivision of the State of California (hereinafter referred to as “Alpine”);

**RECITALS**

**WHEREAS**, El Dorado and Alpine desire to establish a collaborative relationship to handle child protective services on an “as requested” basis in the event that Alpine County requests assistance; 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 Alpine mutually agree as follows:

## **ARTICLE I**

**Scope of Services:** The parties hereto agree to perform in accordance with Exhibit "A", marked "Mutual Responsibilities", incorporated herein and made by reference a part hereof, for the initial period of Thursday at 5:00 p.m., October 12, 2006 through Friday, October 20, 2006. Thereafter, El Dorado, through the Director of Human Services, and Alpine, through its authorized representative, may, in advance of performing services, mutually agree in writing to extend services for a defined period of time during the term of this Agreement, under the terms and conditions set forth herein.

## **ARTICLE II**

**Term:** This Agreement shall become effective Friday, October 13, 2006 and shall expire one (1) year from date thereof.

## **ARTICLE III**

**Compensation for Services:** Alpine will reimburse El Dorado for all services rendered, at the hourly rate of \$72.00, exclusive of costs and expenses as provided herein. Alpine will pay El Dorado monthly in arrears. Payment shall be made within thirty (30) days following Alpine's receipt and approval of itemized invoices detailing services rendered.

El Dorado 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  
Description of Service Provided  
Dates of Service  
Remittance Address and Telephone Number

The total amount of this Agreement shall not exceed \$10,000.00.

## **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 receiving 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.

#### **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: JOHN LITWINOVICH, DIRECTOR

or to such other location as El Dorado directs.

Notices to Alpine shall be addressed as follows:

COUNTY OF ALPINE  
ADMINISTRATION  
ASSISTANT TO THE BOARD  
P.O. BOX 387  
MARKLEEVILLE, CA 96120

or to such other location as Alpine directs.

## **ARTICLE VII**

**Indemnity:** Alpine 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 Alpine's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of El Dorado, Alpine, 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 Alpine 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 Alpine 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, Alpine 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 Alpine, El Dorado, subcontractors and employee(s) or any of these, except for the sole or active negligence of Alpine, its officers and employees, or as expressly prescribed by statute. This duty of El Dorado to indemnify and save Alpine 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/Alpine who exercises any functions or responsibilities in review or approval of services to be provided by Alpine/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/Alpine have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## **ARTICLE IX**

**Administrator:** El Dorado County Officer or employee with responsibility for administering this Agreement is John Litwinovich, Human Services Director, or successor.

Alpine County employee with responsibility for administering this agreement is Judy Molnar, the Assistant to the Board, or other Board designee.

## **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 rising out of this Agreement, including, but not limited to litigation, mediation or arbitration, shall be brought in Alpine County and shall be resolved in accordance with the laws, of the State of California. El Dorado 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**

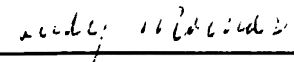
**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.



**Requesting Department Concurrence:**

By:  Dated: 10/20/06  
John Litwinovich, Director  
Human Services Department  
El Dorado County

**Requesting Department Concurrence:**

By:  Dated: 10/26/06  
Judy Molnar, Assistant to the Board  
Alpine County

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

-- COUNTY OF EL DORADO --

Dated: 10/17/06  
By: James R. Sweeney  
**JAMES R. SWEENEY** Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck  
Clerk of the Board of Supervisors

By: [Signature] Date: 10/17/06  
Deputy Clerk

-- COUNTY OF ALPINE --

Dated: 10-17-06

By: Gunter E. Kaiser  
Chairman  
Board of Supervisors  
"Alpine"

Approved as to form:  
Office of Alpine County Counsel

By: [Signature] Date: 10-31-06  
\_\_\_\_\_  
\_\_\_\_\_

# EXHIBIT "A"

## Mutual Responsibilities

### A. Receiving and Processing the Initial Telephone Contact

1. Alpine County's staff, upon identifying a potential Child Protective Services ("CPS") situation, will immediately notify Alpine County's law enforcement authorities.
2. Alpine County law enforcement authorities will contact a designated CPS supervisor and/or CPS program manager from El Dorado County to inform them of a report of suspected child abuse.
3. El Dorado County will assess the situation and determine the appropriate type of response.

### B. Processing the Referral

1. A supervisor in El Dorado County will assign the referral to social worker or supervisor. The social worker will follow State mandated protocol in providing services.
2. Written support documents may be faxed or mailed, but all involved parties must protect the privacy of the person being investigated.
  - a. If documents are faxed, the sending county shall alert the receiving supervisor of the incoming fax and indicate "Confidential" on the cover sheet. The receiving supervisor shall arrange to have the faxed documents picked up as soon as possible and delivered to a secure area.
  - b. If documents are mailed, the sending county shall indicate "Confidential" on the envelope and address it to the supervisor that initiated the referral. The receiving supervisor shall ensure that only he/she opens the envelope.
3. Once the investigation has been completed, a copy of the investigation and disposition will be sent to the Alpine County Counsel's office.
4. El Dorado County will, as requested and necessary, file dependency petition and all subsequent court documents in the Alpine County Superior Court.
5. Alpine County is responsible for payment for services, county share, placement, and service-connected costs.
6. Alpine County will provide El Dorado County, as needed, with a current list of contracted vendors including foster homes and other services.

C. After-Hours Referrals

1. If a CPS referral situation arises during the after-hours time frame (5:00 p.m. to 8:00 a.m., Monday through Friday, and anytime on weekends and holidays), any immediate response issues will be cross-reported to the appropriate law enforcement agency within Alpine County.

D. Eligibility Responsibilities

1. Eligibility benefits any children detained by El Dorado County on behalf of Alpine County will be the sole responsibility of Alpine County.
2. El Dorado County forward all placement paperwork and any eligibility information they may have to Alpine County.
3. The El Dorado County Social Worker shall notify Alpine County of any children detained on behalf of Alpine County that are placed in foster care. El Dorado County Social Worker and Alpine County staff will work together to complete all paperwork to begin payment.
4. El Dorado County bill Alpine County as it relates to claiming procedures.

E. Cases Requiring Ongoing Services

If it is determined that Juvenile Court action is required, all court proceedings will be held in Alpine County. Where the detaining social worker is employed by El Dorado County at the time of the scheduled appearance, El Dorado County will make available the detaining social worker to appear in court proceedings in Alpine County.