

ORIGINAL

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AGREEMENT FOR SERVICES #202-S0711

CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT (CAPIT) AND
PROMOTING SAFE AND STABLE FAMILIES (PSSF)

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 New Morning Youth and Family Services, Inc., a non-profit California Corporation duly qualified to conduct business in the State of California, whose principal place of business is 6765 Green Valley Road, Placerville, CA 95667, (hereinafter referred to as “Subrecipient”);

WITNESSETH

WHEREAS, County anticipates the receipt of funding from the California Department of Social Services (CDSS) in the form of two grants, i.e., the Child Abuse Prevention, Intervention and Treatment (CAPIT) and Promoting Safe and Stable Families (PSSF) to the El Dorado County Department of Human Services (DHS); and

WHEREAS, County has determined that it is necessary to obtain a Subrecipient to provide child abuse prevention, intervention and treatment services for the CAPIT and PSSF programs; and

WHEREAS, Subrecipient shall ensure that all agencies performing activities within the scope of this Agreement on behalf of Subrecipient shall perform the specified services in compliance with all provisions of this Agreement and applicable federal, state and local laws. Agencies other than Subrecipient performing activities under this Agreement are Tahoe Youth and Family Services, hereinafter referred to as TYFS, and South Lake Tahoe Women’s Center, hereinafter referred to as SLTWC, collectively referred to as “Providers”; and

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

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

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

ARTICLE I

Scope of Services: Subrecipient agrees to provide, for El Dorado County, county-wide prevention, intervention and treatment services for children, and families of these children, who are abused, neglected, or at risk of abuse or neglect, as defined in the CAPIT Program (Welfare and Institutions Code Section 18960, et seq., see Exhibit "A" marked "Child Abuse Prevention, Intervention and Treatment (CAPIT) Requirements", incorporated herein and made by reference a part hereof) and PSSF Program (Welfare and Institutions Code Sections 16600-16605, see Exhibit "B" marked "Promoting Safe and Stable Families (PSSF) Requirements", incorporated herein and made by reference a part hereof) in order to prevent the occurrence or recurrence of child abuse.

Subrecipient shall ensure that services meet the goals and objectives of Exhibit "C" marked "El Dorado County Child Abuse Prevention, Intervention and Treatment (CAPIT), Community Based Child Abuse Prevention (CBCAP), and Promoting Safe and Stable Families (PSSF) Three Year Plan, 2005-2008", incorporated herein and made by reference a part hereof.

Subrecipient and Providers shall continue to participate in Multi-Disciplinary Teams as requested by County, at no charge to County.

Subrecipient and Providers shall ensure that all employees, volunteers, consultants, and agents performing services under this Agreement report child abuse or neglect to a child protective agency, as defined in Penal Code Section 11165.9. Subrecipient and Providers shall require each employee, volunteer, consultant, and agent to sign a statement acknowledging that he/she knows of the reporting requirements as defined in Penal Code Section 11166 and will comply with the provisions said Code Section.

Families to be served under this Agreement shall include those being served by DHS due to abuse or neglect, families with Child Welfare Services Court-ordered case plans, and at-risk children referred for services by legal, medical or social service agencies. Isolated families shall be identified and served, especially those with children ages 0-14. Subrecipient and Providers shall employ, and shall continue to employ, bicultural and/or Spanish-speaking staff that are culturally and linguistically competent and able provide services described to English and Spanish-speaking clients. Subrecipient and Providers staff members shall attend best-practice trainings to continue countywide access to the most effective therapeutic techniques.

CAPIT funds shall be used to provide services to children and their families at risk of abuse/neglect using proven programs with demonstrated effectiveness in prevention and intervention of child abuse. Services shall target isolated families, particularly those with children five years of age or younger, including child victims of crime and Spanish-speaking families.

Activities to be completed between the execution date of this Agreement and 06/10/07 using CAPIT funds include but are not limited to:

- SLTWC shall provide 6 Child Abuse Prevention Education presentations to Head Start Classrooms.
- SLTWC shall provide 6 Child Abuse Prevention Education presentations to licensed child care facilities.
- SLTWC shall provide 20 Child Abuse Prevention Education presentations to 200 South Lake Tahoe kindergarteners.
- SLTWC shall provide 20 Child Abuse Prevention Education presentations to 200 South Lake Tahoe first graders.
- Subrecipient shall publish four (4) – half (1/2) page advertisements in the Mt. Democrat newspaper prior to/during Child Abuse Prevention Month (April) in collaboration with the El Dorado County Child Abuse Prevention Council.
- Subrecipient shall provide child abuse prevention support, crisis intervention, assessment and on-going therapy to a minimum of 30 children ages 0 - 14 at risk of child abuse.
- SLTWC shall provide 15 pregnant or parenting teens participating in the Young Parents Program at Mt. Tallac High School with ongoing/weekly case management, life skills training and parenting education.

PSSF funds shall be used to prevent unnecessary separation of children from their families, improve quality of care and services to children and their families and ensure permanency for children by reuniting them with their parents, either by adoption or by another permanent living arrangement. PSSF funds shall be allocated and expended with a minimum of thirty percent (30%) in each of the following categories:

- **Time-Limited Family Reunification**
- **Family Support Services**
- **Family Preservation Services**

Activities to be completed between the execution date of this Agreement and 06/10/07 using PSSF funds include but are not limited to:

- Subrecipient shall provide a minimum 250 safe bed nights and 700 meals to a minimum of 25 children who are court-ordered into custody while Children's Protective Services (CPS) social workers identify appropriate long-term foster care placements.
- Subrecipient and TYFS shall continue to act as coordinators in implementing the Differential Response Program in both the Tahoe Basin and Western Slope of El Dorado County, assessing and linking a minimum of 25 low-to-moderate risk families with services appropriate to their needs.
- Subrecipient shall provide intake and initial assessment, case management and ongoing therapy to a minimum of 8 Western Slope families.
- TYFS shall provide the following services (up to 75 units of service), to a minimum of 8 pregnant and parenting teens and their children participating in the Young Parents Program at Mt. Tallac High School: intake and initial assessment, case

management, family therapy, therapy for children ages 0-5 and 0-14, individual and group counseling.

- TYFS shall provide the following services, as needed (up to 225 units of service) to a minimum of 20 Tahoe Basin families to be served in family, group, crisis and individual counseling, including each client's intake, assessment, case management and counseling services for families with pregnant and parenting teens and families with children ages 0-14, with preference given to families with children ages 0-5 and families involved in the Differential Response and Voluntary Family Maintenance Programs through DHS.
- SLTWC shall provide individual parenting education to 15 clients and group parenting education in Spanish to a minimum of 6 clients using a culturally appropriate, non-violent approach through the *Celebrando sus Padres* curriculum for Latina mothers with children ages 0-6.
- NMYFS shall provide one parenting education course in Spanish to a minimum of 6 clients using a culturally appropriate, non-violent approach through the *Celebrando sus Padres* curriculum for Latina mothers with children ages 0 - 6.

Subrecipient and Providers expending \$500,000 or more in a year in Federal awards shall provide an annual independent audit by a certified public accounting firm.

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

Failure to perform requisite audit functions as required by the Agreement may result in County performing any necessary audit tasks or, at County's option, County may contract with a public accountant to perform the audit. All audit costs related to this Agreement are the sole responsibility of Subrecipient, who agrees to take corrective action to eliminate any material non-compliance or weakness found as a result of such audit. Audit work performed by County under this Agreement shall be billed to Subrecipient at County's costs.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire on June 30, 2007. The Agreement may be extended for one additional year, through June 30, 2008, upon written consent of both parties.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Subrecipient monthly in arrears. Subrecipient shall submit invoices no later than fifteen (15) days following the end of a “service month.” An exception will be the billing for June, which must be received by County by June 10th. Subrecipient will ensure the expenditure of all funds by June 10th of the fiscal year. For billing purposes, a “service month” shall be defined as a calendar month during which Subrecipient provides services.

Invoices for services rendered under the Agreement shall be submitted on a per client, per service, basis, using client identification numbers, as demonstrated in the attached sample invoice, Exhibit “D” marked “CAPIT/PSSF Invoice”, incorporated herein and made by reference a part hereof. If an alternate invoice is used, all fields noted on Exhibit “D” are mandatory. Subrecipient shall attach to each invoice a list of the names associated with client identification numbers, when the clients are referred by and/or are CPS clients, whether court ordered, voluntary or differential response.

The maximum charges to CAPIT/PSSF grants for each service shall not exceed the prevailing Medi-Cal reimbursement rate. The Subrecipient shall not charge CAPIT or PSSF funds for services that have been paid, or will be paid by another funding source, or the difference between the amount that has or will be paid with another funding source and the actual cost of the service. The exception will be that Subrecipient shall be allowed to charge the difference between the daily cost to house a CPS child at the New Morning Youth and Family Services Shelter and the amount Subrecipient will receive in foster care funds for the child, to the PSSF grant, in the Time Limited Reunification category.

The total amount of this Agreement shall not exceed \$127,975.00. This funding consists of \$42,500.00 in CAPIT grant funds and \$85,475.00 in PSSF grant funds. This funding is contingent upon the availability of these funds from CDSS and the amount may change without notice.

Funding distribution shall be:

- \$42,500.00 in CAPIT funds
- \$85,475.00 in PSSF funds, with a minimum of 30% in each PSSF category as shown in the chart below.

Service Component
Family Reunification
Family Support
Family Preservation

The expenditure of these funds is subject to the audit requirements under the Single Audit Act of 1984 and OMB Circular A-133.

ARTICLE IV

Program Monitoring and Statistical Reporting Responsibilities: County shall conduct on-site visits to the Subrecipient and Providers no less frequently than once a year to review compliance with this Agreement. To evaluate the performance in relation to the scope of work, unannounced site visits may be made to Subrecipient and Providers.

Subrecipient and Providers shall participate as requested by County, at no charge to County, in any research and/or evaluative studies designed to show the effectiveness and/or efficiency of Subrecipient and Providers service and/or to provide information about CAPIT and/or PSSF.

Subrecipient and Providers are responsible to provide any other information that may be requested or required by the Federal, State or County government regarding CAPIT or PSSF grants and services.

The Subrecipient and Providers shall provide each CPS office with clear direction(s) on how to refer under this funding stream within thirty (30) days of Board of Supervisors approval and execution of this Agreement.

When Subrecipient and/or Providers bill CPS for services under another Agreement, Subrecipient and Providers shall respond to any inquiry letters to verify why a said client is not or cannot be served under the funding sources specified under this Agreement.

Monthly, Subrecipient shall provide the following information to County, at no charge to County, regarding clients referred by CPS through the Differential Response Program to the Subrecipient and/or Providers:

- Names of clients provided an initial contact and date(s) of contacts;
- Names of clients offered services and the services offered provided; and
- Names of clients participating in services, the types of services and dates and locations of services.

Monthly, Subrecipient shall submit to County, at no charge to County, the Service Goals and Outcomes Summary, OCAP 150, in accordance with Exhibit "E" marked "CAPIT, CBCAP, PSSF Service Goals and Outcomes Summary", incorporated herein and made by reference a part hereof which includes data on clients served by the Subrecipient and Providers for the previous calendar month. This report is due to County no later than the 15th of the month following the service month.

Quarterly, Subrecipient shall submit to County, at no charge to County, reports on Service Effectiveness containing information on Engagement, Short Term, and Intermediate Outcomes of services provided by Subrecipient and Providers in this Agreement, as outlined in Exhibit "F" marked "Child Abuse Prevention, Intervention & Treatment (CAPIT) Promoting Safe and Stable Families (PSSF) Service Effectiveness", incorporated herein and made by reference a part hereof. This requirement shall include

conducting pre- and post-service tests, as well as client surveys, designed to capture data as required by CDSS.

The Service Effectiveness quarterly reporting schedule is:

Service Period	Due Date
Beginning of Agreement through September 30th	October 31 st
October 1 through December 31	January 31 st
January 1 through March 31	April 30 th
April 1 through June 30	July 31 st

Semi-annually, Subrecipient shall submit to County the Service Goals and Outcomes Summary in accordance with Exhibit "E" which includes data on clients served by Subrecipient and Providers from the date of the execution of this Agreement through December 31st and from January 1st through June 30th. These cumulative reports shall be due to County no later than January 31st and July 31st.

Annually, Subrecipient shall submit to County a list of all trainings attended during the fiscal year by Subrecipient and Providers staff that provide services under this Agreement. This report shall be due to County no later that July 31st.

Subrecipient and Providers shall attend, if at all possible, at their own expense, any relevant state-sponsored training related to CAPIT or PSSF, offered in El Dorado or Sacramento Counties.

ARTICLE V

Personnel Disclosure: Subrecipient shall make available to DSS a current list of all personnel providing services hereunder. Changes to this list will be immediately provided to DSS in writing. This list shall include:

1. All full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the programs described herein; and
2. A brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; and
3. The professional degree, if applicable, and experience required for each position; and
4. The name of person responsible for fulfilling the terms of this Agreement.

ARTICLE VI

Political Activities Prohibited: None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Subrecipient shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the Agreement nor any funds provided thereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

ARTICLE VII

Criminal Conviction: Subrecipient shall immediately notify Contract Administrator concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, for any paid employee and/or volunteer staff, when such information becomes known to the Subrecipient.

ARTICLE VIII

Civil Rights and Discrimination: Subrecipient shall abide by the provisions of the U.S. Civil Rights Act of 1964, Department of Social Services (DSS) Manual of Policy and Procedures (MPP) Division 21 and the Welfare and Institutions Code (W&I Code) Section 1000, which prohibits discrimination against any service recipient on the basis of race, national origin or ancestry, religion, sex, marital status, political affiliation, age or physical or mental condition.

During the performance of this Agreement, Subrecipient and Providers agree to not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Subrecipient and Providers agree to insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and Providers agree to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et. seq.) and the applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations and are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and Providers agree to give written notice of their obligation under this clause to labor organizations with which they have a collective bargaining or other agreement. The Subrecipient agrees to include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

ARTICLE IX

Confidentiality: County and Subrecipient agree to maintain confidentiality of any information regarding applicants, participants, or their immediate families which may be obtained through application forms, interviews, tests, reports, from public agencies or counselor or any other source. Without the written permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the audit and evaluation of the Agreement and then only to persons having responsibilities under the Agreement, including those furnishing services under subcontract. County and Subrecipient agree that all information and records obtained in the course of providing services to clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State status and regulations adopted pursuant thereto. However, at County's request, Subrecipient shall permit County access to all records and information regarding PSSF and confidentiality shall not be a bar to County's access to all records and information.

The Subrecipient and Providers shall conform to and monitor compliance with all State and Federal statutes and regulations regarding confidentiality, including the confidentiality of information requirements of:

- Code of Federal Regulations, Part 2, Title 42;
- Welfare and Institutions Code, Sections 5328, 10850, and 14100.2;
- Health and Safety Code, Division 10.5; and
- California Code of Regulations, Section 51009.

The Subrecipient and Providers shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of the PSSF program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the above-named regulations.

Any reports, information, data, etc. given to or prepared/assembled by Subrecipient or Providers under this Agreement, which the County requests to be kept as confidential, shall not be made available to any individual or organization by the Subrecipient or Providers without the prior written approval of the County.

Prior to providing any services pursuant to this Agreement, all program employees, interns, subcontractors, and volunteers shall agree, in writing, to maintain the confidentiality of any and all information and records, which may be obtained in the course of providing such services.

All Subrecipient and Providers staff working alone with families and/or children receiving PSSF services shall submit finger imaging for a Department of Justice (DOJ) Criminal Offender Record Information (CORI) check. The appropriate agency head shall sign a form verifying each staff member or Agreement provider has had his/her criminal background checked and is cleared to work with the children and families in PSSF.

ARTICLE X

HIPAA Compliance: As a condition of Contractor performing services for the County of El Dorado, Subrecipient shall execute that Business Associate Agreement which is attached hereto as Exhibit "G", which is incorporated herein for all intents and purposes.

ARTICLE XI

Grievances: Subrecipient agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances and complaints regarding the delivery of services.

ARTICLE XII

Licenses and Standards: Subrecipient warrants that it has all necessary licenses and permits required by laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Agreement.

In the performance of this Agreement, Subrecipient shall comply, unless waived in whole or in part by Contract Administrator, with all applicable provisions of the California W&I, Title 45 of the Code of Federal Regulations, Federal Office of Management and Budget Circular A-122 (cost principles for non-profit organizations) or Federal Office of Management and Budget Circular A-21 (cost principles for educational institutions) or Federal Office of Management and Budget Circular A-87 (cost principles for state and local governments), all applicable laws and regulations, rules and policies adopted thereunder as each and all may now exist or be hereinafter amended or changed.

Subrecipient certifies its admission policies are in writing and made available to the public. Such admission policies shall conform to the nondiscrimination provisions of this Agreement.

ARTICLE XIII

Cooperation with CDSS: Subrecipient agrees to cooperate with the State Department of Social Services (CDSS) on the implementation, monitoring and evaluation of this project and to comply with any and all reporting and evaluation requirements established by CDSS.

ARTICLE XIV

Compliance with CDSS: Subrecipient agrees to comply with all the rules, regulations, requirements and directives of CDSS which impose duties and limitations upon County, which are equally applicable to and made binding upon Subrecipient, as though made with Subrecipient directly.

ARTICLE XV

County Rights and Responsibilities: Custody of Records: County, at its option, may take custody of Subrecipient's client records upon contract termination. County agrees that such custody will conform to applicable confidentiality provisions of State and Federal law. Said records shall be kept by County in an accessible location within El Dorado County and shall be available to Subrecipient for examination and inspection.

Sanctions: Failure by Subrecipient to comply with any of the provisions, covenants, requirements or conditions of this Agreement, including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event Administrator may, in their sole discretion and/or direction of CDSS, and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Agreement:

1. Afford Subrecipient a time period within which to cure the breach, which period shall be established at sole discretion of the Administrator and/or at direction of CDSS; and/or
2. Discontinue reimbursement to Subrecipient for and during the period in which Subrecipient is in breach, which reimbursement shall not be entitled to later recovery; and/or
3. Withhold funds pending curing of the breach; and/or
4. Offset against monies billed by Subrecipient but yet unpaid by County, those monies disallowed.

ARTICLE XVI

Debarment and Suspension Certification: By signing this agreement, the Subrecipient agrees to comply with applicable federal suspension and debarment regulations including, but not limited to **45 CFR 76**.

By signing this agreement, the Subrecipient certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

Have not within a three year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification of destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Paragraph b(2) herein;

Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default;

Shall not knowingly enter in to any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., **48 CFR part 9, subpart 9.4**), debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and

Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

If the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall submit an explanation to County.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

If the Subrecipient knowingly violates this certification, in addition to other remedies available to the Federal Government, County may terminate this agreement for cause or default.

ARTICLE XVII

Drug-Free Workplace Requirements: Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and shall provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Subrecipient's policy of maintaining a drug-free workplace; (3) any available counseling, rehabilitation and employee assistance programs; and (4) penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on the proposed contract will: (1) receive a copy of the Subrecipient's drug-free workplace policy statement; and (2) agree to abide by the terms of the Subrecipient's statement as a condition of employment under this Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subrecipient may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Subrecipient has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Government Code Section 8350 et seq.)

ARTICLE XVIII

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

ARTICLE XIX

Subrecipient 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, Subrecipient shall act as Subrecipient only to County and shall not act as Subrecipient 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 Subrecipient's responsibilities to County during term hereof.

ARTICLE XX

Assignment and Delegation: Subrecipient is engaged by County for its unique qualifications and skills as well as those of its personnel. Subrecipient 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 XXI

Independent Subrecipient/Liability: Subrecipient 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. Subrecipient 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.

Subrecipient 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 Subrecipient or its employees.

ARTICLE XXII

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 XXIII

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 Subrecipient.
- C. Ceasing Performance: County may terminate this Agreement in the event Subrecipient 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 Subrecipient, 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, Subrecipient 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 XIV

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
HUMAN SERVICES DEPARTMENT
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: JOHN LITWINOVICH, DIRECTOR

or to such other location as the County directs.

Notices to Subrecipient shall be addressed as follows:

NEW MORNING YOUTH & FAMILY SERVICES, INC.
6765 GREEN VALLEY ROAD
PLACERVILLE, CA 95667
ATTN: DAVID ASHBY, EXECUTIVE DIRECTOR

or to such other location as the Subrecipient directs.

ARTICLE XXV

Indemnity: The Subrecipient 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 attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Subrecipient's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Subrecipient and Providers 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 Subrecipient to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XXVI

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Subrecipient as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Subrecipient in the performance of the Agreement.
- D. In the event Subrecipient is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purpose of this Agreement, professional liability is required.
- E. Subrecipient shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance 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. Subrecipient 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, Subrecipient agrees to provide

at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Subrecipient agrees that no work or services shall be performed prior to the giving of such approval. In the event the Subrecipient 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 thirty (30) days Prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Subrecipient'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 excess of the Subrecipient'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 Subrecipient 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. Subrecipient's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Subrecipient cannot provide an occurrence policy, Subrecipient 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 the protection of the County.

ARTICLE XXVII

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 Subrecipient 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 XXVIII

Interest of Subrecipient: Subrecipient covenants that Subrecipient 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. Subrecipient further covenants that in the performance of this Agreement no person having any such interest shall be employed by Subrecipient.

ARTICLE XXIX

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

ARTICLE XXX

Taxpayer Identification Number (Form W-9): All independent Subrecipients 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 XXXI

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

ARTICLE XXXII

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 XXXIII

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 XXXIV

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 XXXV

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/Department Head Concurrence:

By:  Dated: 10/2/06
John Litwinovich, Director
Human Services Department

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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

-- SUBRECIPIENT --

Dated: 12/2/06

NEW MORNING YOUTH AND FAMILY SERVICES, INC.
A CALIFORNIA CORPORATION

By: [Signature]

David Ashby, Executive Director
"Subrecipient"

Exhibit A

Child Abuse Prevention, Intervention and Treatment (CAPIT) Requirements

CALIFORNIA CODES
WELFARE AND INSTITUTIONS CODE
SECTION 18960-18961

18960. (a) (1) It is the intent of the Legislature that child abuse and neglect prevention and intervention programs be encouraged by the funding of agencies addressing needs of children at high risk of abuse or neglect and their families.

(2) Funding for this program is subject to appropriation in the annual Budget Act.

(3) Priority shall be given to prevention programs through nonprofit agencies, including, where appropriate, programs that identify and provide services to isolated families, particularly those with children five years of age or younger, high quality home visiting programs based on research-based models of best practice, and services to child victims of crime.

(b) (1) Projects funded in Calaveras, El Dorado, Humboldt, Lassen, Modoc, Plumas, San Luis Obispo, Siskiyou, Sutter, Tehama, Trinity, and Yuba Counties, with the exception of statewide innovative projects, shall be funded by the State Department of Social Services for the purposes established in this article until June 30, 1993.

(2) Beginning in the 1993-94 fiscal year and in subsequent years, projects funded in the counties set forth in paragraph (1) shall be selected by the competitive process described in Section 18961. Projects funded in all other counties in the 1992-93 and subsequent fiscal years shall be selected by the competitive process.

18961. (a) Projects funded pursuant to this article shall be selected through a competitive process, which shall include all of the following criteria:

(1) Priority shall be given to private, nonprofit agencies with programs that serve the needs of children at risk of abuse or neglect and that have demonstrated effectiveness in prevention or intervention.

(2) Agencies shall be eligible for funding provided that evidence is submitted as part of the application to demonstrate broad-based community support and that proposed services are not duplicated in the community, are based on needs of children at risk, and are supported by a local public agency, including, but not limited to, one of the following:

- (A) The county welfare department.
- (B) A public law enforcement agency.
- (C) The county probation department.
- (D) The county board of supervisors.
- (E) The county public health department.
- (F) The county mental health department.
- (G) The school district.

(3) Services provided shall be culturally and linguistically appropriate to the populations served.

(4) Services may include, but need not be limited to, family

counseling, day care, respite care, teaching and demonstrating homemakers, family workers, transportation, temporary in-home caretakers, psychiatric evaluations, health services, multidisciplinary team services, and special law enforcement services.

(5) Applicant agencies shall demonstrate the existence of a 10 percent cash or in-kind match, other than funding provided by the State Department of Social Services, that will support the goals of child abuse and neglect prevention and intervention.

(6) Funding shall be used to supplement, but not supplant, child welfare services authorized pursuant to Chapter 5 (commencing with Section 16500) of Part 4.

(7) Training and technical assistance shall be provided by private, nonprofit agencies to those agencies funded to provide services under this article. Training and technical assistance shall encompass all of the following:

(A) Multidisciplinary approaches to child abuse prevention, intervention, and treatment.

(B) Facilitation of local services networks.

(C) Establishment and support of child abuse councils.

(D) Dissemination of information addressing issues of child abuse among multicultural and special needs populations.

(8) Priority for services shall be given to children who are at high risk, including children who are being served by the county welfare departments for being abused and neglected and other children who are referred for services by legal, medical, or social services agencies.

(9) Service to minority populations shall be reflected in the funding of projects.

(10) Projects shall clearly be related to the needs of children, especially those 14 years of age and under.

(b) In a county that has established a multidisciplinary council, the council shall be utilized to provide recommendations to the board of supervisors for the funding processes and priorities.

(c) Each county shall monitor the projects it funds. The Office of Child Abuse Prevention shall monitor innovative and training and technical assistance projects funded pursuant to this article.

(d) The State Department of Social Services shall allocate funds appropriated pursuant to this article, based upon criteria that reflect the reported number of abused and neglected children in a county, such as police reports, including reports to the Criminal Identification and Information Branch of the Department of Justice, reports made to child protective services, or other public reports that indicate a need for services. Rural counties shall be provided a base allocation of fifty thousand dollars (\$50,000) per county. For purposes of this subdivision, "rural county" means a county with a population of less than 125,000.

(e) The State Department of Social Services shall develop a reporting instrument relevant to both urban and rural areas, that shall reflect recognized potential abuse factors, such as unemployment levels, by percentage, drug and alcohol abuse, and teenage birth rates. This instrument shall be approved after consultation with the appropriate state level advisory committees, legislative committees, and private nonprofit agencies operating statewide in the area of child abuse and neglect prevention. This instrument shall be used to develop future reports regarding the potential for child abuse and neglect.

Exhibit B

Promoting Safe and Stable Families (PSSF) Requirements

CALIFORNIA CODES
WELFARE AND INSTITUTIONS CODE
SECTION 16600-16605

16600. (a) The department shall administer the Family Preservation and Support Program. The program shall meet the requirements established in Sections 430 to 435, inclusive, of the federal Social Security Act (Subpart 2 (commencing with Section 629) of Part B of subchapter 4 of Chapter 7 of Title 42 of the United States Code). Program functions shall be performed by other agencies as required by law, by delegation of the department, or by cooperative agreements.

(b) Notwithstanding Section 10103, the department may retain and not pass on to the counties up to 15 percent of federal Family Preservation and Support Program funds for the purposes of state administrative costs incurred on or after October 1, 1993, including planning, monitoring, evaluation, training and technical assistance, or projects of statewide significance. Funds spent on projects of statewide significance shall be allocated in a way to ensure integration into the needs identified by the receiving counties. The department shall review and prioritize needs identified by counties in determining projects of statewide significance.

16601. (a) Family support services shall include those services that are primarily community-based preventive activities designed to alleviate stress and to promote parental competency and behavior that will increase the ability of families to successfully nurture their children, to enable families to use other resources and opportunities that are available in the community, to create supportive networks that enhance childrearing abilities of parents, and to help compensate for the increased social isolation and vulnerability of families.

(b) Family support services include, but are not limited to, an array of activities, such as home visitation, informal interactions in drop-in centers, parent education, information and referral service, family counseling services, respite care for parents and other caregivers, early development screening of children to assess the needs of these children and assistance in obtaining specific services to meet their needs, mentoring, literacy services, and health education for youth and parents.

16602. (a) Notwithstanding Section 16500, each county that chooses to participate in the Family Preservation and Support Program shall establish a local planning body and develop county plans as required by the department. The board of supervisors shall oversee the local planning process and approve each county plan before it is transmitted to the department for approval.

(b) Notwithstanding Section 16500, the county welfare department

shall act as the county lead administrative agency to carry out the day-to-day planning activities. The county welfare department shall distribute and account for the program funds allocated to the county.

16604. (a) Not less than 50 percent and not more than 75 percent of the program funds spent on services each year by each county shall be spent on family support services.

(b) Not less than 25 percent and not more than 50 percent of the program funds spent on services each year by each county shall be spent on family preservation services.

16604.5. When preparing their needs assessments and plans to implement the federal Family Preservation and Support Act (Sections 430 to 435, inclusive, of the Social Security Act (Subpart 2 (commencing with Section 629) of Part B of Subchapter 4 of Chapter 7 of Title 42 of the United States **Code**), as contained in the Omnibus Reconciliation Act of 1993 (Public Law 103-66)), counties shall consider providing an in-home assessment of substance-exposed infants after release from a hospital, as part of the protocols of Section 123605 of the Health and Safety **Code**. These assessments may be funded through the Family Preservation and Support program to the extent they are identified in a county's needs assessment and are part of a county's program plan, and federal Family Preservation and Support Act funds are available for this purpose.

16605. (a) The department shall, subject to the availability of funds appropriated therefor, conduct a Kinship Support Services Program that is a grants-in-aid program providing startup and expansion funds for local kinship support services programs that provide community-based family support services to relative caregivers and the children placed in their homes by the juvenile court or who are at risk of dependency or delinquency. Relatives with children in voluntary placements may access services, at the discretion of the county.

(b) The Kinship Support Services Program shall create a public-private partnership. A combination of federal, state, county, and private sector resources shall finance the establishment and ongoing operation of the program.

(c) The counties participating in the program shall meet the following requirements:

(1) Have 40 percent or more of dependent children in relative care placements.

(2) Have a demonstrated capacity for collaboration and interagency coordination.

(3) Have a viable plan for ongoing financial support of the local kinship support services program.

(4) Utilize relative caregivers as employees of the program.

(5) Have strong and viable public or private agencies to operate the program.

(d) The Kinship Support Services Program shall demonstrate the use of supportive services provided to relative caregivers and children placed in their homes using a community-based kinship support services model. This model shall provide services to relative caregivers that are aimed at helping to ensure permanent

family kinship placements for children who have been placed with them by the juvenile court, and to provide family support services that will eliminate the need for juvenile court jurisdiction and the provision of services by the county welfare department.

(e) The program shall provide family support services appropriate for the target populations. These services may include, but are not limited to, the following:

(1) Assessment and case management.

(2) Social services referral and intervention aimed at maintaining the kinship family unit, for example, housing, homemaker services, respite care, legal services, and day care.

(3) Transportation for medical care and educational and recreational activities.

(4) Information and referral services.

(5) Individual and group counseling in the area of parent-child relationships and group conflict.

(6) Counseling and referral services aimed at promoting permanency, including kinship adoption and guardianship.

(7) Tutoring and mentoring.

(f) The Edgewood Center for Children and Families in San Francisco or any other appropriate agency or individual approved by the department in consultation with the Statewide Kinship Advisory Committee shall provide technical assistance to the Kinship Support Services Program and shall facilitate the sharing of information and resources among the local programs.

(g) For the 2001-02 fiscal year, the department shall give priority in the grants-in-aid program to counties that have participated in the Kinship Support Services Program prior to the 2001-02 fiscal year or to counties that have received technical assistance and training related to that program, but no funding for program services.

(h) A county shall not become ineligible for grant funds due to a reduction in the percentage of relative care placements.