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**AGREEMENT FOR SERVICES #542-S0811**

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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 "County") and Lilliput Children's Services, a non-profit California Corporation duly qualified to conduct business in the State of California, whose principal place of business is 1651 Response Road, Suite 300, Sacramento, California 95815 (hereinafter referred to as "Subrecipient");

**WITNESSETH**

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

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

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

**WHEREAS**, 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 all applicable federal, state, and local laws. Agencies other than Subrecipient performing activities under this Agreement are Tahoe Youth and Family Services and New Morning Youth and Family Services, herein after collectively referred to as "Providers"; and

**WHEREAS**, County has determined that the provision of such services by Subrecipient and Providers are in the public's best interest, and that these services are more economically and feasibly performed by an 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 shall develop a KSSP in El Dorado County and provide service in accordance with the purpose and goals of the KSSP as delineated in Exhibit "A" titled "KSSP Background, Purpose and Goals", incorporated herein and made by reference a part hereof. Subrecipient shall accomplish these goals by performing the following:

- A. Establish community collaborations including, but not limited to, an advisory committee to assist with development and implementation of a plan that will identify and address the needs of relative caregivers and include community outreach, engagement, education, and advocacy regarding KSSP services;
- B. Provide community outreach regarding the availability of KSSP services including, but not limited to, advertising, presentations, workshops, etc.;
- C. Provide immediate outreach upon referral from DHS to relative caregivers and inform them of KSSP services;
- D. Identify and assess the need for KSSP services countywide for at least one hundred (100) individual clients;
- E. Develop a family service plan and provide in-home case management for up to six (6) months for at least forty (40) families that are in need of ongoing KSSP services;
- F. Provide or support at least two (2) caregiver and two (2) youth support groups, in two (2) different regions of the County;
- G. Provide social service referrals and intervention aimed at maintaining the kinship family unit by using services such as, but not limited to, counseling at Providers and/or other agencies that provide services such as housing, homemaker-services, legal services, day care and respite, etc.;
- H. Arrange for or provide quarterly recreational activities for the caregivers and children/youth in their care at no cost to the families;
- I. Allow for the provision of transportation such as, but not limited to, providing bus passes and encouraging carpooling for support groups and recreational activities;
- J. Arrange for or provide respite care for the caregivers such as, but not limited to, day trips for the youth, after school programs, and financial assistance for respite;
- K. Provide access to tutoring services for at least twenty-five (25) KSSP youth;
- L. Provide for or arrange youth activities and provide financial assistance for such as, but not limited to, school pictures, sports, activities, etc.;

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

Subrecipient ensures that its proposed facility meets CDSS requirements and those specified in Exhibit "C" titled "KSSP Project Site Information", incorporated herein and made by reference a part hereof. Subrecipient agrees that although regular office hours of 8 a.m. to 5:00 p.m. Monday through Friday are listed on Exhibit "C", KSSP activities shall occur outside those hours as needed. Assessment and case management activities shall often occur in consumers' homes. Subrecipient shall also actively seek KSSP office space at other locations in the County and also provide KSSP activities at other locations throughout the County.

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

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

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

The Subrecipient shall provide each of the County's Child Protective Services office with clear direction(s) on how to refer clients to KSSP services within thirty (30) days of Board of Supervisors formal approval and execution of this Agreement.

#### **Other Subrecipient Responsibilities**

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

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

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

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.

### **County Responsibilities**

1. County shall notify existing and new Relative and Non Related Extended Family Member (NREFM) caregivers of program availability;
2. As Fiscal Agent, County shall provide overall administrative, program, and fiscal management;
3. County shall attend all required KSSP training, including one (1) yearly conference in Northern California and one (1) in Southern California.

### **Mutual Responsibilities**

Subrecipient and County shall mutually develop outcome goals and objectives of KSSP to be addressed in future years that will assist in meeting the goals and objectives of the County's System Improvement Plan (SIP).

County and Subrecipient shall follow all policies and procedures as jointly developed and as provided by CDSS.

## **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of November 10, 2007 through June 9, 2008.

### **ARTICLE III**

**Compensation for Services:** For services provided herein, in consideration of the fact that KSSP is a start-up program in Fiscal Year 2007/2008, County agrees to pay Subrecipient monthly in advance. Upon formal approval and execution of Agreement by County's Board of Supervisors, Subrecipient shall submit invoices for one seventh (1/7<sup>th</sup>) of the Agreement amount no later than the tenth (10<sup>th</sup>) of each calendar month. Subrecipient shall ensure the expenditure of all funds by June 9<sup>th</sup> of the fiscal year. For billing purposes, a "service month" shall be defined as beginning the 10<sup>th</sup> of each month and ending on the 9<sup>th</sup> of the following month, beginning November 10, 2007 and ending June 9, 2008, during which time Subrecipient provides services. As County has agreed to make advance payments, Subrecipient agrees to refund any amounts in excess of the amount owed by the County at the time of Agreement termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

Invoices for services rendered under the Agreement shall be submitted as demonstrated in the attached sample invoice, Exhibit "E", titled "Kinship Support Services Program Invoice 2007/2008" incorporated herein and made by reference a part hereof. If an alternate invoice is used, all fields noted on Exhibit "E" are mandatory.

The total amount of this Agreement shall not exceed \$162,000.00. This funding is contingent upon the availability of these funds from CDSS and the amount may change without notice.

### **ARTICLE IV**

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

### **ARTICLE V**

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

- a) Name(s), Date of Birth (DOB), marital status of family members;
- b) Address where family resides and phone number;
- c) Signed release of information agreement;
- d) Source of referral to Subrecipient;
- e) Copy of all family assessments (needs, safety, risk, protective capacity) conducted during the life of the case; and
- f) Copy of the service plan as well as progress notes.

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

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

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

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

Subrecipient shall provide an annual report summarizing responses on the "Report Cards" developed and implemented by Subrecipient, to be received by County no later than July 31, 2008.

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

Annually, Subrecipient shall submit to County a list of all trainings attended during the fiscal year by Subrecipient and Provider staff who provide services under this Agreement. This list shall be due to County no later than July 31, 2008.

## **ARTICLE VI**

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

## **ARTICLE VII**

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

## **ARTICLE VIII**

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

Contractor hereby agrees that they will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84 and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby give assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the Contractor hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting this assurance, the Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations, and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

#### **ARTICLE IX**

**Confidentiality:** Contractor shall protect from unauthorized disclosure names and other identifying information concerning person(s) receiving services pursuant to this Agreement except for statistical information not identifying any client. Contractor shall not use such information for any purpose other than carrying out the Contractor's obligations under this Agreement. Contractor shall promptly transmit to the County all request for disclosure of such information not originating from the client. Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such information to anyone other than the County, 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 Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI") from County or creates or receives any PHI on behalf of County, Contractor shall maintain the security and confidentiality of such PHI as required of County by applicable laws and regulations, including the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the regulations promulgated thereunder.

#### **ARTICLE X**

**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 XI**

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

#### **ARTICLE XII**

**Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant 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 XIII**

**Independent Consultant/Liability:** Consultant 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. Consultant 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.



Consultant 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 Consultant or its employees.

#### **ARTICLE XIV**

**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 XV**

##### **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 Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant 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 Consultant, 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, Consultant 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 XVI**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

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

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

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

or to such other location as the Consultant directs.

## **ARTICLE XVII**

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

## **ARTICLE XVIII**

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant 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 Consultant in the performance of the Agreement.
- D. In the event Consultant 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.
- E. Consultant 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. Consultant 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, Consultant 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 Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant 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 Consultant'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 Consultant'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 Consultant 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. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant 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 XXIX**

**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 Consultant 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 XX**

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

#### **ARTICLE XXI**

**California Residency (Form 590):** All independent Consultants 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 Consultant 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 Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XXII**

**Taxpayer Identification Number (Form W-9):** All independent Consultants 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 XXIII**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

#### **ARTICLE XXIV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is DeAnn Osborn, Staff Services Analyst, Department of Humans Services, or successor.

**ARTICLE XXV**

**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 XXVI**

**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 XXVII**

**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 XXVIII**

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

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:  Dated: Dec. 27, 2007  
DeAnn Osborn, Staff Services Analyst  
Department of Human Services

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:  Dated: 12/28/07  
Doug Nowka, Director  
Department of Human Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Board Date:  
11/27/07

Dated: 1/15/08

By: [Signature]  
RUSTY DUPRAY Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By: [Signature] Date: 1/15/08  
Deputy Clerk Board Date: 11/27/07

-- CONSULTANT --

Dated: 1/8/08

LILLIPUT CHILDREN'S SERVICES  
A CALIFORNIA CORPORATION

By: [Signature]  
Karen Avlord  
Executive Director  
"Subrecipient"

By: [Signature]  
Corporate Secretary

Dated: 1/9/08

# Exhibit A

## *KSSP Background, Purpose, and Goals*

### Kinship Support Services Program (KSSP) Background

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

### The Purpose And Goals Of The KSSP Are To:

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



## Exhibit B

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

#### Target Populations:

Subrecipient and Providers shall serve the KSSP target population including:

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

#### Site Requirements:

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

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

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

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

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

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

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

#### Information Technology and Data Reporting Requirements:

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

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

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

## Exhibit C

### KSSP PROJECT SITE INFORMATION

Address of KSSP site: 5075 Hillsdale Circle, Suite 175, El Dorado Hills, CA 95762					
Put a check mark on the days that will be served and the hours of operation for each day.					
	Monday	Tuesday	Wednesday	Thursday	Friday
Days	X	X	X	X	X
Hours	8 a.m.-5 p.m.	8 a.m.-5 p.m.	8 a.m.-5 p.m.	8 a.m.-5 p.m.	8 a.m.-5 p.m.
Is the facility which houses/will house the KSSP owned or leased?					
<input type="checkbox"/> Owned					
<input checked="" type="checkbox"/> Leased					
Term of lease: May 1, 2007 to April 30, 2010					
Has the local fire marshal inspected the facility and provided fire clearance approval?					
<input checked="" type="checkbox"/> Yes					
Date of last inspection: February 2, 2007					
<input type="checkbox"/> No					
When will it be inspected?					
Are any special use permits needed to operate the KSSP in this facility?					
<input checked="" type="checkbox"/> Yes					
Have these been obtained? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
<input type="checkbox"/> No					
When will it be inspected? Last CCL sit visit August 24, 2007. Annual site visits.					
Facility square footage:		1,540			
Of total square feet of facility, how many square feet are devoted to the KSSP?		770			
Does the facility meet the Americans with Disabilities Act (ADA) requirements?					
<input checked="" type="checkbox"/> Yes					
<input type="checkbox"/> No					
If no, what must be done to meet the requirements?					
If no, date when the requirements will be met?					

## Exhibit D

### *KSSP – Required Services and Staffing*

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

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

Exhibit E

**KINSHIP SUPPORT SERVICES PROGRAM INVOICE 2007/2008**

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

Service Month: \_\_\_\_\_ 10, \_\_\_\_\_ through \_\_\_\_\_ 9, \_\_\_\_\_  
 Invoice / Account Number: \_\_\_\_\_  
 Business / Owner Name: Lilliput Children's Services  
 Business Address: 1651 Response Road, Suite 300, Sacramento, CA 95815  
 Telephone Number: 916-923-5444

1 Service Dates	2 Type of Service	3 Total Billed to El Dorado County DHS
_____ 10, _____ through _____ 9, _____	<b>KSSP Services</b>	
<b>INVOICE TOTAL</b>		

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

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Send invoice to:  
 El Dorado County  
 Dept. of Human Services  
 Attn: Accounting Unit  
 3057 Briw Ridge Road, #A  
 Placerville, CA 95667

County Use Only

Index Code: 530900	Sub Object: 4300	User Code: 50Y183
Approvals:		
KSSP Coordinator: _____	Date: ___/___/___	
Program Manager: _____	Date: ___/___/___	
Director: _____	Date: ___/___/___	

**Exhibit F**  
**ASSURANCE OF COMPLIANCE WITH**  
**THE EL DORADO COUNTY**  
**DEPARTMENT OF HUMAN SERVICES**

**NONDISCRIMINATION IN STATE**  
**AND FEDERALLY ASSISTED PROGRAMS**

SUBRECIPIENT AND ITS PROVIDERS HEREBY AGREE THAT they will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84 and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT they will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE SUBRECIPIENT AND ITS PROVIDERS HEREBY GIVE THEIR ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the SUBRECIPIENT AND ITS PROVIDERS agree to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the SUBRECIPIENT AND ITS PROVIDERS directly or through contract, license, or other provider services, as long as they receive federal or state assistance.

X 1/9/08  
Date

X Karen E. Powell  
Authorizing Signature

Address of SUBRECIPIENT

## Exhibit G

### EL DORADO COUNTY ASSURANCES KINSHIP SUPPORT SERVICES PROGRAM (KSSP)

The private, non-profit organization that will be operating the KSSP described in this proposal assures that the following is true and correct.

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

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

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

Name of Agency Director	Date
Original Signature of Agency Director	