

ORIGINAL

AGREEMENT FOR SERVICES #484-S0911 AMENDMENT III

Child Abuse Prevention Council Coordinator Services

This Amendment III to that Agreement for Services #484-S0911, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and El Dorado County Office of Education, a public agency, whose principal place of business is 6767 Green Valley Road, Placerville, CA 95667, (hereinafter referred to as "EDCOE" or "Contractor") (collectively hereinafter referred to as the "Parties");

RECITALS

WHEREAS, Contractor has been engaged by County to provide a coordinator services to the Child Abuse Prevention Council (hereinafter referred to as "CAPC") on behalf of the Department of Human Services in accordance with Agreement for Services #484-S0911 dated February 3, 2009, Amendment I dated June 29, 2010 and Amendment II dated September 21, 2010 incorporated herein and made by reference a part hereof; and

WHEREAS, the Parties hereto have mutually agreed to amend ARTICLE II "Term", ARTICLE III "Compensation for Services", ARTICLE VI "Nondiscrimination", and ARTICLE XVI "Notice to Parties"; and

WHEREAS, the parties have mutually agreed to add ARTICLE XXIX "Accounting Systems and Financial Records", ARTICLE XXX "Annual Audit", ARTICLE XXXI "Access to Records", and ARTICLE XXXII "Debarment and Suspension Certification".

NOW THEREFORE, the Parties do hereby agree that Agreement for Services #484-S0911 shall be amended a Third time as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by all parties hereto and shall cover the period of January 1, 2009 through June 30, 2012 unless terminated earlier pursuant to the provisions of Article XIV "Fiscal Considerations: or Article XV "Default, Termination, Cancellation" or Article , herein.

ARTICLE III

Compensation for Services: For reimbursement of services provided herein, Contractor shall submit original invoices on a monthly basis to the CAPC Executive Committee for review and signature approval. Upon signature approval by the CAPC Chair, Contractor shall then forward the

original signed invoices on a monthly basis to DHS for reimbursement by the County for the provision of the services required by this Agreement. Contractor shall submit only original signed invoices to County accompanied, if applicable, by copies of written authorization(s) for service(s). Photocopied or faxed invoices shall not be accepted. An example of an approved invoice containing necessary and pertinent billing information is described in Revised Exhibit "A" marked "Child Abuse Prevention Council Coordinator Invoice," incorporated herein and made by reference a part hereof. Contractor shall submit invoices to the CAPC Executive Committee for signature approval no later than fifteen (15) days following the end of a "service month," except that invoices for the month of May shall be submitted to County no later than ten (10) days after receipt of said invoice. For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with ARTICLE I "Scope of Services". The CAPC Executive Committee shall review and forward original signed invoices approved for reimbursement to County for County reimbursement to Contractor no later than ten (10) days after receipt of said invoices, except that invoices for the entire month of May shall be submitted to DHS no later than June 15th. Failure by the CAPC Executive Committee to submit invoices by the 25th of the month following the end of a service month for the months of July through April or by June 15th for the entire month of May could result in a significant delay in payment. Failure by the CAPC Executive Committee to submit invoices for the entire month of May by June 15 may also result in a reduction in the amount of CAPIT funds available under this Agreement due to said funds being claimed on a "cash" basis. Invoices received and accepted from Contractor by the CAPC Executive Committee or from the CAPC Executive Committee by County shall not be deemed evidence of allowable Agreement costs. County agrees to pay Contractor monthly in arrears and within forty-five (45) days following County's receipt and approval of itemized invoice(s) from the CAPC Executive Committee identifying services rendered. Funds shall be paid to Contractor only to the extent that such funds are available to County from the California Department of Social Services annual CAPIT allocation (up to \$25,000 annually for CAPC Coordinator Salary and Benefits only) and from the County Children's Trust Fund (for all other expenses hereunder) and said funds shall only be used to pay DHS or, for special projects, CAPC pre-approved expenditures made in accordance with the requirements of California Welfare and Institutions Codes §18965-18968 and 18980 -18984.

Travel expenses for CAPC authorized attendance at conferences, trainings and events shall be reimbursed in accordance with Exhibit "B", marked "Board of Supervisors Travel Policy Number D-1", incorporated herein and made by reference a part hereof.

Any equipment acquired with funds under this Agreement shall be deemed to be the property of County. Upon termination of this Agreement, Contractor shall return said property to County.

The CAPC Executive Committee shall pre-approve all event budgets and shall have final approval over all ensuing invoices prior to submittal to County for reimbursement. For the purposes hereof, the billing and reimbursement rate for services specifically listed under ARTICLE I "Scope of Services" or ARTICLE III "Compensation" shall be as follows:

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<i>Service</i>	<i>Maximum Not-To Exceed Amount FY* 08-09</i>	<i>Maximum Not To Exceed Amount FY* 09-10</i>	<i>Maximum Not To Exceed Amount FY* 10-11</i>	<i>Maximum Not-To-Exceed Amount FY* 11-12</i>
CAPC Coordinator Salary and Benefits (not to exceed \$3,179.17/month)	\$14,075	\$28,150	\$38,150	\$38,150
Administrative Overhead, Supplies and Equipment	\$1,875	\$3,750	\$3,750	\$3,750
Conference Attendance – CAPC Coordinator	\$750	\$1,500	\$1,500	\$1,500
Conference Attendance – CAPC Members	\$750	\$1,500	\$1,500	\$1,500
Champions for Children Summit	\$8,950	\$8,950	\$8,950	\$8,950
Child Abuse Prevention Month Activities	\$5,000	\$5,000	\$5,000	\$5,000
Trainings	\$5,000	\$10,000	\$5,000	\$5,000
Community Education Events	\$5,000	\$10,000	\$5,000	\$5,000
Special Projects - CAPC Approved	\$2,500	\$5,000	\$5,000	\$5,000
Grant Administration and Activities	\$20,000	\$40,000	\$40,000	\$40,000
Total Not-To-Exceed Amount Per FY*	\$63,925	\$113,850	\$113,850	\$113,850

**FY=Fiscal Year. For the purposes of this Agreement, the definition of Fiscal Year shall be an accounting period consisting of twelve (12) consecutive months that shall commence on July 1 of the current calendar year and end on June 30 of the following calendar year.*

Contractor shall submit original billing invoices to the following address:

CAPC Chair
El Dorado County Child Abuse Prevention Council
Attn: Elizabeth Blakemore
6767 Green Valley Road
Placerville, CA 95667

CAPC Chair shall submit signed and approved original billing invoices to the following address:

El Dorado County Department of Human Services
Attn: CAPC Liaison
3057 Briw Road
Placerville, CA 95667

The total of this Agreement shall not exceed \$405,475.00 for the stated term.

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ARTICLE VI

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

Contractor hereby agrees that they shall 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 shall 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 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, shall be prohibited.

Contractor and County Representative shall, with oversight from the DHS Civil Rights Coordinator, develop and implement a plan to allow County to monitor Contractor's non-discrimination and civil rights policies and procedures, as required by the CDSS. Monitoring shall include, but is not limited to: accommodation of individuals with hearing impairments, visual impairments and other disabilities; appropriate language services, including bilingual interpreters available to provide services and how written information is effectively communicated to individuals requiring accommodations; procedures for informing participants and potential participants of their civil rights, adequate Contractor staff training in the civil rights and cultural awareness requirements of Division 21; and procedures on informing participants or potential participants of their civil rights.

By accepting this assurance, 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 Contractor directly or through contract, license, or other provider services, as long as it receives Federal or State assistance.

County policy is intended to be consistent with the provisions of all applicable State and Federal laws.

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
HUMAN SERVICES DEPARTMENT
3057 BRIW ROAD
PLACERVILLE, CA 95667
ATTN: DEANN OSBORN, STAFF SERVICES ANALYST II

or to such other location as County directs with a copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: TERRI DALY, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

EL DORADO COUNTY OFFICE OF EDUCATION
6767 GREEN VALLEY ROAD
PLACERVILLE, CA 95667

ARTICLE XXIX

Accounting Systems and Financial Records: Contractor shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all federal funds received, including all matching funds from the State, County and any other local or private organizations. Contractor's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all

funds and receivables, as well as meet the financial management standards in 28 Code of Federal Regulations (CFR), Part 66, and all current revisions of OMB Circular A-87. More particularly, Contractors are responsible for complying with OMB Circular A-87 and 28 CFR, Part 66 and the allowability of the costs covered therein. Contractor must obtain written approval from DHS Executive Management prior to the expenditure of any "special" or unusual costs in order to avoid possible disallowances or disputes based on any potential unreasonableness or unallowability of expenditures as detailed under the specific cost principles of OMB Circular A-87.

ARTICLE XXX

Annual Audit: Pursuant to the Single Audit Act and the Office of Management and Budget (OMB) Circular A-133, any entity that receives a total of \$500,000 or more per year in federal funds for the purposes of carrying out federal programs must complete an annual audit. The funding threshold is aggregate funds from all sources. A complete and current copy of OMB A-133 is available at <http://www.whitehouse.gov/omb/rewrite/circulars/a133/a133.html>

ARTICLE XXXI Access to Records: Contractor shall provide access to the Federal, State, County or Controller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

ARTICLE XXXII

Debarment and Suspension Certification: By signing this agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 45 CFR 76, and Contractor further certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
- B. Have not, within the three-year period preceding this 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 or destruction of records, making false statements or receiving stolen property;
- C. 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 the above Paragraph B;
- D. Have not, within the three-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default;
- E. Shall not knowingly enter in to any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under Federal regulations (i.e., 48 CFR part 9, subpart 9.4) or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and

F. Shall include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein in all lower tier or subrecipient covered transactions and in all solicitations for lower tier or subrecipient covered transactions in accordance with 45.C.F.R. Part 76.


If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation in writing 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 Contractor knowingly violates this certification, in addition to other remedies available to the Federal and State governments, County may immediately terminate this Agreement for cause or default.

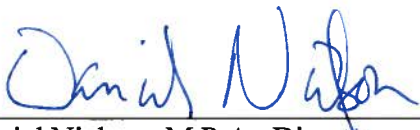
Except as herein amended, all other parts and sections of that Agreement #484-S0911 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
DeAnn Osborn, Staff Services Analyst II
Department of Human Services

Dated: June 9, 2011

Requesting Department Head Concurrence:

By: 
Daniel Nielson, M.P.A., Director
Department of Human Services

Dated: 6-9-2011

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IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment to that Agreement for Services #484-S0911 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Raymond J. Nutting Chair
Board of Supervisors
"County"

Dated: _____

ATTEST:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

EL DORADO COUNTY OFFICE OF EDUCATION

By: Vicki L. Barber
Vicki L. Barber, Ed.D.
Superintendent
"Contractor"

Dated: 6/28/11

By: Terena Mares
Terena Mares
Associate Superintendent
"Contractor"

Dated: 6/29/11

REVISED EXHIBIT A

Child Abuse Prevention Council Coordinator Invoice

Claimant Name: El Dorado County Office of Education
 Address: 6767 Green Valley road, Placerville, CA 95667
 Phone: 530/ 622-7130 Fax: 530/295-1273 E-mail: EBlakemore@edcoe.org
 Services: Child Abuse Prevention Council Coordination Activities
 Vendor Number: 002628

1. Submit Original CAPC Invoice to: CAPC Chair, El Dorado County Child Abuse Prevention Council
 Attn: Elizabeth Blakemore
 P. O. Box 347
 Diamond Springs, CA 95619

2. Submit CAPC Chair Approved Original to: El Dorado County Dept. of Human Services
 Attn: CAPC Liaison
 3057 Briw Ridge Road, Suite A
 Placerville, CA 95667

Agreement # 484-S0911 A1	Agreement Term 01/01/09 – 06/30/12	Index Code 7753313/530900	Sub Object: 4300
Service Month:			
Service Year:	Fiscal Year 2011-12		

Billing Category		Category Maximum Amount for Fiscal Year	Amount Billed This Period	Amount Billed YTD	Category Balance Remaining in Fiscal Year
A	Coordinator Salary & Benefits (\$3,179.17/mo)	\$38,150	\$3,179.17		
B	Administrative Overhead, supplies and equipment	\$3,750			
C	Conference Attendance-Coordinator	\$1,500			
D	Conference Attendance-CAPC Members	\$1,500			
E	Champions for Children Summit	\$8,950			
F	Child Abuse Prevention Month Activities	\$5,000			
G	Trainings	\$5,000			
H	Community Education Events	\$5,000			
I	Special Projects-CAPC Approved	\$5,000			
J	Grant Administration and Activities	\$40,000			
<i>Total Fiscal Year Not-To-Exceed Contract Amount</i>		\$113,850			

I certify that I am the duly appointed, qualified and acting officer of the herein-named claimant, that the costs being claimed herein are in all respects true and correct and that the net amount claimed above has not been previously presented to or reimbursed through the Department of Human Services.

 Authorized Signature Title Date

I certify that, as Chair of the El Dorado County Child Abuse Prevention Council, I have reviewed the content of this invoice, have received relevant reports and approve this invoice for payment.

 CAPC Monitor Authorized Signature Title Date

I certify that, as CAPC Liaison for County with responsibility for monitoring this Agreement, I have reviewed the contents of this invoice, have received relevant reports and approve this invoice for payment.

 DHS CAPC Liaison Authorized Signature Title Date