

**ORIGINAL**

**AGREEMENT FOR SERVICES #095-S1811**

Child Abuse Prevention Council Activities

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**THIS AGREEMENT** is 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, duly qualified to conduct business in the State of California whose principal place of business is 6767 Green Valley Road, Placerville, CA 95667 (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, on April 9, 2002, the County of El Dorado Board of Supervisors established a Child Abuse Prevention Council and designated said Council as the Children's Trust Fund Commission; and

**WHEREAS**, the Child Abuse Prevention Council, as the designated Commission of the Children's Trust Fund, is authorized by California Welfare and Institutions Code Section 18967 to spend money from the Children's Trust Fund for child abuse prevention efforts; and

**WHEREAS**, the Child Abuse Prevention Council has determined that it is necessary to use the services of a coordinator in order to carry out the mandates of Child Abuse Prevention Councils as stated in California Welfare and Institutions Code Section 1892.2; and

**WHEREAS**, the Board of Supervisors of the County of El Dorado has designated the Health and Human Services Agency as the County agency responsible to provide administrative support to the Child Abuse Prevention Council and fiscal oversight of the Children's Trust Fund; and

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide coordinator services to the Child Abuse Prevention Council on behalf of the Health and Human Services Agency; and

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

**WHEREAS**, the parties hereto have mutually agreed that the existing Agreement for Services 027-S1511 shall automatically terminate and be replaced upon execution of Agreement for Services 095-S1811; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State (all references to “State” in this Agreement shall mean the State of California unless otherwise specified), and local laws; and

**WHEREAS**, County has determined that the provision of these services by Contractor is in the public’s best interest, and that these services are more economically and feasibly performed by outside independent Contractors. The County has determined that these are authorized by the County of El Dorado Charter, Section 210(b)(6) and/or Government Code Section 31000.

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

**ARTICLE I**

**Scope of Services:** Contractor agrees to provide the staff, supplies, and equipment necessary to provide coordinator services for the El Dorado County Child Abuse Prevention Council (CAPC) on behalf of the County of El Dorado Health and Human Services Agency (HHSA) by assisting with the activities of CAPC. Contractor shall:

- A. Provide a forum for interagency cooperation and coordination in the prevention, detection, treatment, and legal processing of child abuse cases; and
- B. Promote public awareness of the abuse and neglect of children, and the resources available for intervention and treatment; and
- C. Encourage and facilitate the training of professionals in the detection, treatment, and prevention of child abuse and neglect; and
- D. Recommend improvements in services to families and victims by encouraging and facilitating community support for child abuse and neglect prevention education programs.

Services shall include but not be limited to:

| <i>Service</i>  | <i>Activities to be performed</i>   | <i>Timeline</i> |
|---|---|-----------------|
| 1. Make staff available to plan, coordinate, or conduct CAPC activities | <ul style="list-style-type: none"> <li>• Provide staffing to coordinate all activities detailed herein.</li> <li>• Provide CAPC with a written Coordinator Report at each CAPC meeting, which details the progress of all activities referenced herein. A copy of each report must be provided to the HHSA CAPC liaison.</li> </ul> | Ongoing         |
| 2. Provide administrative overhead and support,                         | <ul style="list-style-type: none"> <li>• Make available support, supplies, and equipment necessary to the efficient operation</li> </ul>  | Ongoing         |

| <i>Service</i>   | <i>Activities to be performed</i>   | <i>Timeline</i> |
|--|---|-----------------|
| supplies, and equipment necessary to CAPC operations   | of CAPC activities, including, but not limited to workspace, computer, and phone access, postage, business services, and copying and printing. Excludes supplies and equipment directly associated with a specific activity or event referenced herein.   |                 |
| 3. Coordinate CAPC meetings  | <ul style="list-style-type: none"> <li>• Prepare and post meeting agendas and all other required documents in a timely manner.</li> <li>• Attend all CAPC meetings and act as secretary for the purposes of facilitating and implementing CAPC activities.</li> <li>• Distribute all meeting minutes including delivering meeting minutes within five (5) working days of each meeting to the Executive Committee and provide a copy to the HHSa CAPC liaison.</li> </ul> | Bi-monthly      |
| 4. Represent El Dorado County CAPC at regional CAPC meetings and coordinate regional activities as directed by CAPC      | <ul style="list-style-type: none"> <li>• Attend regional CAPC meetings or teleconference regional CAPC meetings.</li> <li>• Plan and coordinate regional meetings hosted by the County of El Dorado.</li> <li>• Take detailed notes and submit a report detailing activities and observations in monthly Coordinator Report.</li> </ul> <p><i>NOTE: Additional regional activities require pre-approval of the CAPC Executive Committee.</i></p>                          | As Scheduled    |
| 5. Maintain CAPC membership  | Plan and implement effective strategies for recruitment of new CAPC members, including community and parent representatives, and ensure that all CAPC memberships remain current.   | Ongoing         |
| 6. Maintain communication systems for CAPC and coordinate interagency collaboration with regard to prevention activities | Maintain a notification system to CAPC members and key community representatives for the purpose of promoting public awareness of child abuse prevention issues, including the development and maintenance of the CAPC website.   | Ongoing         |
| 7. Represent CAPC at conferences, meetings, and community events   | Attend conferences, meetings, and community events as pre-approved by CAPC Chair and Executive Committee, take detailed notes, and submit a report detailing activities and observations in monthly Coordinator Report.   | Ongoing         |

| <i>Service</i>   | <i>Activities to be performed</i>  | <i>Timeline</i> |
|--|--|-----------------|
| 8. Make arrangements for Coordinator attendance at all contracted and CAPC Executive Committee approved functions  | Arrange for transportation and accommodations to attend CAPC-approved conferences, meetings, and events. The cost for lodgings, meals and mileage must be in compliance with Exhibit A marked "County of El Dorado Board of Supervisors Travel Policy Number D-1," incorporated herein and made by reference a part hereof.  | Ongoing         |
| 9. Make attendance arrangements for CAPC members at all conferences, meetings, and events when such attendance has been approved by the CAPC Executive Committee | Arrange transportation and accommodations for CAPC Members to attend Council-approved conferences. The cost for lodgings, meals, and mileage must comply with Exhibit A.   | Ongoing         |
| 10. Keep CAPC informed on current and pending laws, regulations, and policies affecting child abuse prevention activities  | Attend conferences and trainings as authorized by CAPC Chair and Executive Committee. Conduct research, gather pertinent information of relevant changes, take detailed notes, submit a report detailing activities and observations in monthly Coordinator Report, and provide a copy of the report to the HHSA CAPC liaison.   | Ongoing         |
| 11. Plan, coordinate, and/or conduct annual Child Abuse Prevention Month activities  | <p>Activities shall include but not be limited to the following:</p> <ul style="list-style-type: none"> <li>• Kid's Expo</li> <li>• Child Abuse Prevention Month Campaign.<br/><i>Note: Child Abuse Prevention month is April.</i></li> <li>• Media awareness</li> <li>• Special events</li> <li>• Fulfill all reporting requirements of the Community Based Child Abuse Prevention program related to this activity as described in Exhibit B marked "Community-Based Child Abuse Prevention Program (CBCAP)," incorporated herein and made by reference a part hereof and the Article titled, "Reporting Requirements."</li> </ul> | Ongoing         |
| 12. Coordinate preparation of annual CAPC budget and monitor budget throughout   | <ul style="list-style-type: none"> <li>• Coordinate with CAPC Treasurer and the HHSA CAPC liaison to develop an annual budget for CAPC to allow for CAPC approval</li> </ul>   | Ongoing         |

| <i>Service</i>  | <i>Activities to be performed</i>  | <i>Timeline</i>   |
|---|--|---|
| the year  | <p>by March 1 of each fiscal year.</p> <ul style="list-style-type: none"> <li>• Monitor budget and track revenues and expenses for preparation of reports to disseminate monthly to CAPC and HHSA CAPC liaison. Reports are due within fifteen (15) days of the end of each calendar month.</li> </ul>   |   |
| 13. Maintain communication with the CAPC Executive Committee  | Meet quarterly with CAPC Executive Committee to report/update on activities, as directed by the CAPC Chair and Vice-Chair.   | Quarterly   |
| 14. Facilitate development of annual strategic plan for CAPC to address child abuse prevention needs in the community | Work directly with CAPC Chair and the HHSA CAPC liaison to prepare, present, and implement the annual strategic plan.  | Annually, begins during CAPC's strategic planning meeting |
| 15. Plan, coordinate, and/or provide child abuse prevention education trainings                                       | <p>Plan, coordinate, and ensure provision of a minimum of two (2) prevention trainings per fiscal year. Trainings may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Mandated Reporter</li> <li>• Shaken Baby Prevention Training</li> <li>• Safe Sleeping Habits</li> <li>• Caring Conversations</li> <li>• Fulfill all reporting requirements of CBCAP program related to this activity as described in Exhibit B and in the Article titled, "Reporting Requirements."</li> </ul> | Annually  |
| 16. Plan , coordinate, and/or conduct special projects  | Plan, coordinate, and conduct CAPC-approved special projects as directed by CAPC Chair and Executive Committee.  | As Approved by Executive Committee                        |
| 17. Plan, coordinate, and/or provide Strengthening Families Protective Factor Framework and Family Support Program    | Plan, coordinate, and ensure provision of the Strengthening Families Protective Factor Framework and Family Support Program as approved and directed by CAPC. Fulfill all reporting requirements of the Promoting Safe and Stable Families (PSSF) program related to this activity as described in Exhibit C marked  | Ongoing   |

| <i>Service</i>   | <i>Activities to be performed</i>   | <i>Timeline</i> |
|--|---|-----------------|
|  | <p>“Promoting Safe and Stable Families (PSSF)” incorporated herein and made by reference a part hereof and in the Article titled, “Reporting Requirements.”</p>   |                 |
| <p>18. Plan, coordinate, and/or provide a Parent Leadership Training Program</p>                                 | <p>Plan, coordinate, and ensure provision of a multi-session Parent Leadership Training Program as approved and directed by CAPC. Fulfill all reporting requirements of PSSF related to this activity as described in Exhibit C and the Article titled, “Reporting Requirements.”</p>   | <p>Ongoing</p>  |
| <p>19. Make staff available to plan, coordinate, or conduct Community Hubs activities</p>                        | <ul style="list-style-type: none"> <li>• Community Hubs are located in the libraries in each of the five (5) Board of Supervisor districts and in school outreach sites.</li> <li>• Provide staffing to coordinate activities related to the Community Hubs. Activities may include but not be limited to: Support groups, play groups, early literacy groups, educational classes and engagement opportunities for the purposes of building resiliency in the community, assistance with navigating community resources and services, and developmental screening for children under the age of five (5).</li> <li>• Monthly planning and case management meetings with Community Hub staff including County Public Health Nurse.</li> <li>• Quarterly Community Hub Meetings with all five (5) County Community Hub staff.</li> </ul> | <p>Ongoing</p>  |
| <p>20. Maintain community awareness of the purpose and use of the Commission on Children’s Trust Fund (CCTF)</p> | <p>Conduct one (1) public forum per fiscal year as mandated by California Welfare and Institutions Code, Sections 18965-18968 and Sections 18980-18984.</p>   | <p>Annually</p> |
| <p>21. Prepare and provide reports. Provide access to records</p>  | <ul style="list-style-type: none"> <li>• Prepare and provide within five (5) working days any activity, fiscal, and other reports not specified herein as requested by HHSA.</li> <li>• Provide HHSA with access to records maintained relative to activities conducted.</li> </ul>   | <p>Ongoing</p>  |

## ARTICLE II

**Term:** This Agreement shall become effective when fully executed by all parties hereto and shall expire three (3) years from the date thereof, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled “Default, Termination, and Cancellation” or “Fiscal Considerations.”

## ARTICLE III

**Compensation for Services:** For services provided herein, Contractor shall submit original invoices to the CAPC Executive Committee for review and approval and forward original invoices to HHSa for reimbursement by the County for the provision of services required by this Agreement as follows:

- A. Contractor shall submit only original invoices accompanied by copies of applicable written authorization(s) for service(s). The original invoice shall act as an unsworn declaration that its contents have been reviewed and approved by Contractor.
- B. Photocopied or faxed invoices shall not be accepted. Invoices with “white-out” types of corrections will not be accepted.
- C. An example of an approved invoice containing necessary and pertinent billing information is described in Exhibit D marked “Child Abuse Prevention Council Coordinator Invoice” incorporated herein and made by reference a part hereof.
- D. Contractor shall submit invoices to the CAPC Executive Committee no later than fifteen (15) days following the end of a “service month,” except that invoices for the month of May shall be submitted no later than ten (10) days after the end of May.
- E. 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.”
- F. The CAPC Executive Committee shall review and forward original invoices approved for reimbursement to County for County payment to Contractor no later than ten (10) days after receipt of said invoices, except that invoices for the month of May shall be submitted to County no later than five (5) days after CAPC Executive Committee’s receipt of said invoice.
- G. Failure by the CAPC Executive Committee to submit invoices by the 25<sup>th</sup> of the month following the end of a service month shall result in a significant delay in payment.
- H. Failure by the CAPC Executive Committee to submit invoices by June 15 for the month of May may result in a reduction in the amount of CBCAP and PSSF funds available under this Agreement due to said funds being claimed on a “cash” basis.
  1. June invoices shall be applied to the following year allocation (e.g. June 2017 invoices will be applied toward the fiscal year 2017-18 allocation.)
- I. 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.
- J. 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.
- K. Funds shall be paid to Contractor only to the extent that such funds are available from the California Department of Social Services (CDSS). Said funds shall be used to pay only approved expenditures made in accordance with the requirements of California Welfare and

Institutions Codes Sections 18965-18968 and 18980-18984. Said funding shall include but shall not be limited to:

1. The annual CBCAP allocation, which shall be used for Child Abuse Prevention Month Activities and Community Child Abuse Prevention Education. This allocation shall not be utilized until Contractor has received an authorization to proceed letter from HHSA, indicating exact allocation. Said allocation may vary from fiscal year to fiscal year but shall never exceed the maximum contractual obligation as stated in Article IV “Maximum Obligation;” and
  2. The PSSF Family Support allocation, which shall be used for Parent Leadership Development and Strengthening Families-Protective Factors Framework and Family Support. This allocation shall not be utilized until Contractor has received an authorization to proceed letter from HHSA, indicating exact allocation. Said allocation may vary from fiscal year to fiscal year but shall never exceed the maximum contractual obligation as stated in Article IV “Maximum Obligation;” and
  3. CAPIT allocation, which shall be used for Child Abuse Prevention, Intervention, and Treatment activities as well as Community Hub activities. The annual Community Hub allocation is itemized in the funding chart. Additional CAPIT activities shall not be invoiced until Contractor has received an authorization to proceed letter from HHSA, indicating exact allocation. Said allocation may vary from fiscal year to fiscal year but shall never exceed the maximum contractual obligation as stated in Article IV – “Maximum Obligation.” Further, pursuant to WIC 18961, Contractor must provide documentation to demonstrate the existence of a ten (10) percent cash or in-kind match that will support the goals of CAPIT. Cash is defined as an expense that will be directly incurred by the Contractor. For example, a salaried employee spending a portion of his/her time, for which s/he is paid, on a project, is considered “cash.” If the employee is not paid for their time, rather they are donating their time, this is considered “in-kind.” Equipment purchased specifically for an initiative may be included in the cash match, whereas equipment already owned may not. Any equipment proposed to be used as a match must be pre-approved in writing, by the Contract Administrator. Cash need not be from an external source. The match should be documented and verifiable from Contractor’s records. No more than ten (10) percent of the funds may be used for administrative costs; and
  4. CCTF funding, which shall be used for all other expenses hereunder, not-to-exceed \$20,000.
- L. Travel expenses for CAPC authorized attendance at conferences, trainings, and events shall be reimbursed in accordance with Exhibit A.
- M. Any equipment acquired with funds under this Agreement shall be deemed the property of County. Upon termination of this Agreement, Contractor shall return said property to County.
- N. 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 for Services” shall be as follows:



| <i>Service</i>  | <i>Funding Source</i> | <i>Annual Maximum Not To Exceed Amount</i> | <i>Match Requirement</i> |
|---|-----------------------|--|--------------------------|
| Coordinator Salary and Benefits (\$3,179.17/mo.)  | CCTF                  | \$13,250.00                                | No Match                 |
| Administrative Overhead, Supplies and Equipment   | CCTF                  | \$3,750.00                                 | No Match                 |
| Conference Attendance - Coordinator   | CCTF                  | \$750.00                                   | No Match                 |
| Conference Attendance – CAPC Members  | CCTF                  | \$750.00                                   | No Match                 |
| Child Abuse Prevention Month Activities (including, but not limited to Champions for Children, Kid’s Expo, and Child Abuse Prevention Month Campaign)                                 | CCTF                  | \$1,500.00                                 | No Match                 |
| Community Hub activities, services, staff salary and benefits   | CAPIT                 | \$60,000                                   | Match Required           |
| Community Child Abuse Prevention Education (including, but not limited to Community Prevention Education, Mandated Reporter training, Shaken Baby Syndrome, and Safe Sleeping Habits) | CBCAP                 | To be determined (TBD)                     | No Match                 |
| Community Education Events  | PSSF                  | TBD  | No Match                 |
| Special Projects - CAPC Approved  | PSSF                  | TBD  | No Match                 |
| Child Abuse Prevention, Intervention, and Treatment Program   | CAPIT                 | TBD  | Match Required           |
| Parent Leadership Development   | CBCAP                 | TBD  | No Match                 |
| Strengthening Families-Protective Factors Framework and Family Support  | CBCAP                 | TBD  | No Match                 |

Contractor shall submit 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 billing invoices to the following address:

County of El Dorado Health and Human Services Agency  
Attn: CAPC Liaison  
3057 Briw Road, Suite A  
Placerville, CA 95667

#### **ARTICLE IV**

**Maximum Obligation:** The maximum contractual obligation under this Agreement shall not exceed \$405,000 for all of the stated services during the term of the Agreement.

#### **ARTICLE V**

**Reporting Requirements:** Contractor shall:

- A. Maintain program records documenting services performed in accordance with required federal program requirements for the CBCAP program described in Exhibit B, the PSSF program described in Exhibit C, and the CAPIT program described in Exhibit E.
- B. In addition, CBCAP, PSSF, and CAPIT program data is to be reported to the County within thirty (30) days of the end of each County fiscal year and will include but not be limited to:
  1. Number of Clients Served
    - a. Children
    - b. Parents / Caregivers
    - c. Children with Disabilities
    - d. Parents / Caregivers with Disabilities
    - e. Families
  2. Ethnic Groups
    - a. White, non-Hispanic
    - b. Hispanic
    - c. Black, non-Hispanic
    - d. Asian
    - e. Native American
    - f. Other (Ethnicity noted)
  3. Quality Assurance
    - a. Describe the type of services each program delivers
    - b. Identify the unmet needs that supports the funding of each program
    - c. List other funding sources that support each program
    - d. How was service delivery effectiveness for each program measured
    - e. How was each program's effectiveness measured
    - f. Discuss progress achieved toward meeting the unmet needs
    - g. How was client satisfaction measured
    - h. If concerns were discovered that required correction, what steps were taken to ensure the concerns were addressed
- C. Provide HHSa with a written Coordinator Report after each CAPC meeting, which details the progress of all activities referenced in accordance with Article I "Scope of Services."

All required reports are to be sent as follows:

CAPC Liaison  
County of El Dorado  
Health and Human Services Agency  
3057 Briw Road, Suite A  
Placerville, CA 95667

Contractor(s) shall also provide assurance that it will, as requested, participate in independent evaluation(s) as may be conducted by County, State or Federal agencies.

#### **ARTICLE VI**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE VII**

**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 VIII**

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

#### **ARTICLE IX**

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

In addition to the Article titled, "Assignment and Delegation," the Contractor certifies that:

- A. Any work or services specified in this Agreement which will be performed by other than the Contractor shall be evidenced by a written Agreement specifying the terms and conditions of such performance.
- B. The Contractor shall maintain and adhere to an appropriate system, consistent with federal, state and local laws, for the award and monitoring of contracts that contain acceptable standards for insuring accountability.
- C. The system for awarding contracts will contain safeguards to ensure that the Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds.

D. Subcontractors shall comply with the Confidentiality requirements set forth in the Article titled, "Confidentiality Requirements" of this Agreement.

#### **ARTICLE X**

**Independent Contractor/Liability:** Contractor 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. Contractor 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.

Contractor 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 Contractor or its employees.

#### **ARTICLE XI**

**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 XII**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code Section 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period

of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

### **ARTICLE XIII**

#### **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 Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor 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 Contractor, 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, Contractor 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  
Health and Human Services Agency  
3057 Briw Road  
Placerville, CA 95667  
ATTN: Contracts Unit

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

EL DORADO COUNTY OFFICE OF EDUCATION  
6767 Green Valley Road  
Placerville, CA 95667  
ATTN: Deputy Superintendent

or to such other location as the Contractor directs.

#### **ARTICLE XV**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XVI**

**Indemnity:** The Contractor 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 attorney's 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 Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(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 Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

## **ARTICLE XVII**

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor 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 and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado 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. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. Contractor shall give County at least 30 days notice before the insurance is set to expire or before contractor cancels or replaces and/or amends Contractor's coverage. In the event that Contractor's insurance is proposed to be cancelled by the insurer, Contractor agrees to notify County within five (5) working days of receiving notice or proposed cancellation. Failure to maintain insurance as identified above shall be considered a material breach, and County may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor 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 the County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor'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 in excess of the Contractor'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 Contractor 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. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor 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 protection of the County.

#### **ARTICLE XVIII**

**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 Contractor 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 XIX**

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

#### **ARTICLE XX**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this



Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

## **ARTICLE XXI**

### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various State and/or Federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the Federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

## **ARTICLE XXII**

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor 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 Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

## **ARTICLE XXIII**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

#### **ARTICLE XXIV**

**Taxpayer Identification Number (Form W-9):** All independent Contractors 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 XXV**

**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 XXVI**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

#### **ARTICLE XXVII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Leslie Griffith, Deputy Director, or successor.

#### **ARTICLE XXVIII**

**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 XXIX**

**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 XXX**

**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 XXXI

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

## ARTICLE XXXII

### **Additional Terms and Conditions:**

- 1) **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,” and the Welfare and Institutions Code Section 15630 et seq., related to elder and dependent adults, as applicable.
- 2) **HIPAA Compliance:** As a condition of Contractor performing services for the County of El Dorado, Contractor agrees to fully comply with all terms and conditions of County’s Business Associate Agreement, attached hereto as Exhibit F (incorporated herein and made by reference a part hereof).
- 3) **Confidentiality and Information Security Provisions:** Contractor shall comply with applicable Federal, State, and local laws and regulations, including but not limited to the Code of Federal Regulations Title 45, parts 160-164, regarding the confidentiality and security of Personally Identifiable Information (PII).

Personally Identifiable Information means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

#### A. Permitted Uses and Disclosures of PII by Contractor.

- 1) **Permitted Uses and Disclosures.** Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor’s operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.
- 2) **Specific Uses and Disclosures provisions.** Except as otherwise indicated in the Agreement, Contractor shall:

- a) Use and disclose only PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
  - b) Take all reasonable steps to destroy, or arrange for the destruction of a client's records within its custody or control containing personal information that is no longer to be retained by Contractor by (1) shredding, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.
- B. Responsibilities of Contractor.
- 1) Contractor agrees to safeguards:
    - a) To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
      - a. Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
      - b. Contractor shall implement a system to identify appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.
  2. Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
    - a. Network based firewall or personal firewall; and
    - b. Continuously updated anti-virus software; and
    - c. Patch-management process including installation of all operating system/software vendor security patches.
  3. Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors.
  4. Agents and Subcontractors of Contractor. The same restrictions and conditions that apply through this Agreement to Contractor, shall also apply to Contractor's subcontractors and agents.
  5. Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII or data, where the information or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two business days of

discovery, at (530) 621-5852. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

- 4) **Access to Records:** The Contractor shall provide access to the federal, state or local Contractor agency, the Controller General of the United States, or any of their duly authorized federal, state or local representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts and transcriptions.
- 5) **Compliance with All Federal, State, and Local Laws and Regulations:** Contractor shall comply with all federal, state and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42 USC 12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from the County Health and Human Services Agency.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety, health, and sanitation regulations. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Contractor further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of El Dorado, and all other appropriate governmental agencies and shall maintain these throughout the term of the Agreement.

- 6) **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 or affiliates or any sub-contractor utilized under the Agreement:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
  - B. Have not within a three (3)-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 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 a three (3)-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.
- F. Shall include a clause titled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions in accordance with 45 CFR 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 (<http://www.archives.gov/federal-register/codification/executive-order/12549.html>).

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.

- 7) **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 45 CFR Part 92 and in the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." More particularly, Contractors are responsible for complying with the Uniform Grants Guidance and 45 CFR Part 92, and the allowability of the costs covered therein. Contractor must obtain written approval from a member of the HHS 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 the Uniform Grants Guidance. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the List of (CFR) Sections Affected (LSA) issued in the current month. The *Federal Register* home page offers links to both the *Federal Register* and the CFR. Electronic CFR (e-CFR) versions are available online via the U.S. Government Printing

Office (GPO) website. Please note that documents on e-CFR, although updated daily, are unofficial editorial compilations of CFR material and *Federal Register* amendments and on-line versions may not be the most current version available.

- 8) **Annual Audit:** Pursuant to the Office of Management and Budget Uniform Grants Guidance, any entity that receives federal funds, as stated in the Uniform Grants Guidance, for the purposes of carrying out federal programs, must complete an annual audit. The funding threshold is aggregate funds from all sources. If requested by County, Contractor shall mail a certified copy of said completed annual audit to County's Health and Human Services Agency at the address listed in Agreement's "Notice to Parties" Article within thirty (30) days of Contractor's receipt of same. All adverse audit findings must be documented and included with completed annual audit. Certified evidence of correction(s) of adverse audit findings shall be provided to County at the HHS address listed in Agreement's Article titled "Notice to Parties."
- 9) **Lobbying Certification:** The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:
  - A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 10) **Conflict Prevention and Resolution:** The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.
- 11) **Continuous Operation:** Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff required to meet applicable

Federal, State, and County requirements, and which are necessary for the provision of services hereunder.

**12) Drug-Free Workplace:** Contractor agrees to maintain a drug-free workplace and remain in compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. Chapter 10) and the California Drug-Free Workplace Act of 2000 (Government Code Section 8350 et seq.) and any subsequent amendments to either Act thereto. A “drug free workplace” means the site(s) for the performance of work done by Contractor at which Contractor and employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance. A list of controlled substances can be found in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation 21 Code of Federal Regulations (CFR) 1308.11 – 1308.15.

**13) Fingerprinting:** Pursuant to California Penal Code Section 11105.3(a), “Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of Section 15660 of the Welfare and Institutions Code of a person who applies for a license, employment, or volunteer position, in which he or she would have supervisory or disciplinary power over a minor or any person under his or her care.” Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement. Contractor further warrants that said employees, subcontractors, assignees, volunteers and other persons have been cleared by Contractor to perform the services described in this Agreement. All fingerprinting services shall be at Contractor’s sole expense. More specifically, Contractor agrees that:

- a) Each applicant for paid or volunteer employment by Contractor who shall or may have a supervisory or disciplinary power over a minor or any person under his or her care shall be fingerprinted in order to determine whether they have a criminal history, which would compromise the safety of such minor, or person(s) under his or her care. All fingerprinting shall be at Contractor’s sole expense.
- b) The fingerprinting process as set forth above shall be completed and the results of the process shall be obtained before any of the Contractor’s employees, subcontractors, assignees or volunteers are assigned or permitted to work with any minor or person referred to Contractor by County. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation and (2) that the applicant understands that a background check shall be conducted and that he or she shall be immediately dismissed from employment if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.



c) Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been fingerprinted, shall provide the date of said fingerprinting, and shall state whether the process has disclosed any criminal history of the individual, which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) by Contractor shall be retained or disposed of pursuant to current DOJ directives.

**14) Litigation:** County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.

Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

**15) Release of Information:** Contractor shall ensure that the County of El Dorado Health and Human Services Agency is included as a receiving party on all Release of Information forms used in the performance of services under this Agreement.

**16) Transfer of Records:** In the event that Contractor ceases operation, all physical and electronic files that are subject to audit shall be transferred to the County for proper storage of physical records and electronic data. Contractor shall notify County of impending closure as soon as such closure has been determined, and provide County with a complete list of records in its possession pertaining to County Clients and operational costs under this Agreement. County shall promptly advise Contractor which records are to be transferred to the custody of County. Contractor shall properly destroy records not transferred to custody of County, and Contractor shall provide documentation of proper destruction of all such records to County.

**17) Waivers:** Failure of County to enforce any provision of this Agreement shall in no event be considered a waiver of any part of such provision or any other provision contained herein. No waiver by County of any breach or default by Contractor shall operate as a waiver of any succeeding breach of the same terms in the Agreement or other default or breach of any of Contractor's obligations under the Agreement. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

**18) Confidentiality Requirements:** Acknowledging the Contractor's continuing obligation to follow existing legal mandates regarding protection and/or release of information maintained by the County, the following Confidentiality Requirements apply:

General Requirements: The Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without express permission of the Contract Administrator.

Permission to disclose information or documents on one occasion or at public hearings held by the County relating to the same shall not authorize the Contractor to further disclose such information or documents on any other occasions.

The Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this Agreement, or the County, or the Contractor's own personnel involved in the performance of this Agreement, at a public hearing, or in response to the questions from a legislative committee.

If requested by the County or state, the Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the state and shall supply the state with evidence thereof.

Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.

Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the County's Information Security/Privacy Officer is as follows:

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|---|
| <b>COUNTY</b>   |
| Information Security/Privacy Officer<br>County of El Dorado<br>330 Fair Lane<br>Placerville, CA 95667 |

Confidentiality Requirements relating to the Health Insurance Portability and Accountability Act: The Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 d et seq. of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).

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**19) Catalog of Federal Domestic Assistance:** Pursuant to the Office of Management and Budget (OMB) Uniform Grants Guidance, all recipients and sub-recipients of federal funds must be provided the Catalog of Federal Domestic Assistance (CFDA) number at the time the contract is awarded. The following are CFDA numbers, award specific information, and program titles for programs administered by the County on behalf of California Department of Social Services that may apply to this contract:

| Subrecipient Information                           |   |  |                                    |
|--|---|--|------------------------------------|
| <b>Subrecipient:</b>                               | El Dorado County Office of Education                  | <b>DUNS #: 193088366</b>                       |                                    |
| <b>Subaward Term:</b>                              | Upon execution, 3 years                               | <b>EIN #:</b>                                  |                                    |
| <b>Total Federal Funds Obligated: \$405,000.00</b> |   |  |                                    |
| Federal Award Information                          |   |  |                                    |
| <b>CFDA Number</b>                                 | <b>Federal Award ID Number (FAIN)</b>                 | <b>Federal Award Date / Amount</b>             | <b>Program Title</b>               |
| 93.556   | 1501CAFPSS  | 12/09/14, 03/04/15, 04/01/15, 07/01/15         | Promoting Safe and Stable Families |
| <b>Project Description:</b>                        | Promoting Safe and Stable Families                    |  |                                    |
| <b>Awarding Agency:</b>                            |   |  |                                    |
| <b>Pass-through Entity</b>                         | County of El Dorado, Health and Human Services Agency |  |                                    |
| <b>Indirect Cost Rate or de minimus</b>            | Indirect Cost Rate: _____                             | De minimus <input checked="" type="checkbox"/> |                                    |
| Yes <input type="checkbox"/>                       | No <input checked="" type="checkbox"/>                | Award is for Research and development.         |                                    |

**ARTICLE XXXIII**

**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.

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**Requesting Contract Administrator Concurrence:**

By: Leslie Griffith  
Leslie Griffith, MSW  
Deputy Director  
Health and Human Services Agency

Dated: 6/9/17

**Requesting Department Head Concurrence:**

By: Patricia Charles-Heathers  
Patricia Charles-Heathers, Ph.D.  
Director  
Health and Human Services Agency

Dated: 6/13/17

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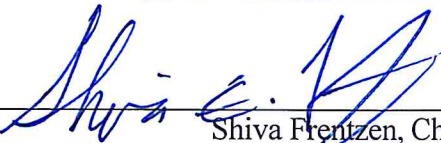
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 8-8-17

By:   
Shiva Frentzen, Chair  
Board of Supervisors  
"County"


ATTEST:  
James S. Mitrisin  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 8-8-17

-- CONTRACTOR --

EL DORADO COUNTY OFFICE OF EDUCATION  
A CALIFORNIA CORPORATION

By:   
Roberta Montalbano  
Deputy Superintendent  
"Contractor"

Dated: 6.29.17

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COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

|                        |                             |                               |
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**PURPOSE**

The purpose of this policy is to establish uniform travel and business expense reimbursement policies, rules and claim procedures for persons authorized to conduct County business. This policy applies to all County officers and employees, members of legislative or advisory bodies established by the Board (salaried or not), volunteers, contractors, and consultants traveling on County business when authorized under the terms of this policy. For ease of reference, the Travel Policy is presented in the following sections:

- I. General Policy
- II. Authorization to Travel
- III. Transportation Expenses
- IV. Meal Expenses
- V. Lodging Expenses
- VI. Advance Payments
- VII. Compliance – Responsibility of Claimant



# COUNTY OF EL DORADO, CALIFORNIA

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### I. GENERAL POLICY:

Pursuant to Board of Supervisors Policy B-1, "Budget Control and Responsibility", it is the primary responsibility of department heads to maintain their departments' expenditure levels within the Board approved budget. In accordance with this responsibility, department heads shall have broad discretion and authority related to travel activities and expenses for their departmental employees, contractors, and consultants subject to the provisions of this policy.

- A. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.
- B. Travel shall be authorized only when the travel is in the best interest of the County.
- C. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use.
- D. Contractors and consultants may be reimbursed in accordance with this policy when such reimbursement is authorized pursuant to an agreement for services.
- E. Travel arrangements should be as economical as practical considering the travel purpose, , timeframe available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
- F. Forgoing one allowable expense is not an acceptable justification for exceeding the allowable reimbursement for another expense. For example, carpooling when not required to do so shall not be justification for reimbursement for a more expensive parking option.
- G. In the event there is a question regarding compliance with this Policy, the Chief Administrative Officer (CAO) shall be responsible for interpreting this Policy and shall make the final determination regarding compliance.
- H. The CAO or designee may authorize an exception to requirements set forth in this Travel policy, upon written request by the appropriate, responsible department head. Any granted exception is to be applied on a case-by-case basis and does not set a precedent for future policy unless it has been formally adopted by the Board of Supervisors.



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I. This policy does not apply to meal or travel costs related to inmates, juvenile wards, or Health and Human Services clients.. Such costs may be authorized at the department head's discretion and claimed through normal claiming procedures.

### II. Authorization to Travel

#### A. General Conditions

1. Except as otherwise provided in this policy, advance authorization is required for travel.
2. Where department head approval is required, that approval may not be delegated unless specifically stated.
  - (a) Annually, at the beginning of the fiscal year, each department shall provide the CAO and Auditor-Controller with a list of employees who are authorized to approve travel requests, and shall inform both offices of any changes to the list throughout the year.
3. Travel by non-County personnel, excluding volunteers, must be approved by the department head responsible for the expense. Travel by volunteers may be authorized in the same manner as travel by County employees.

#### B. In-County Travel

1. No specific written advance approval is required for in-County travel for activities that are considered a part of the routine, day-to-day operations of the department, as defined and authorized by the department head or designee, and in-County travel which does not require overnight lodging.
2. In-county overnight travel requires advance written authorization by the department head or designee.

#### C. Out-of-County Travel

1. All overnight travel outside of the County by anyone except members of the Board of Supervisors and the Board Members' immediate staff requires advance written authorization by the department head or designee. Out of County travel by immediate staff of a member of the Board of Supervisors requires the advance written authorization of the respective Board member.





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2. Except as provided below, all travel outside of the states of California and Nevada by anyone except members of the Board of Supervisors and the Members' immediate staff requires advance written authorization by the department head and CAO or CAO's designee.
3. Travel outside the states of California and Nevada may be approved by the department head or designee under the following circumstances
  - (a) Travel by law enforcement personnel in the performance of law enforcement activities including but not limited to extraditions and investigations.
  - (b) Travel required to perform duties pursuant to an order of the court.

### III. Transportation Expenses

#### A. General Conditions

1. Transportation expenses are the direct costs related to movement of the traveler from the authorized point of departure to the destination of travel and back to the authorized point of return.
2. All transportation expenses incurred shall be based upon the most efficient, direct, and economical mode of transportation available.
3. Whenever a time frame is established as criteria for eligibility for claiming reimbursement, estimated travel time shall be based upon legal vehicle speed limits, volume of traffic, and weather conditions in effect at the time of travel.

#### B. Vehicle Transportation

Vehicle use (both County-owned and private) by authorized travelers during the conduct of official County business is subject to Board of Supervisors Policy D-4: County Vehicle Use-Privately Owned and County Owned Vehicles.

##### 1. Private Vehicle

The use of private vehicles is discouraged. The use of a County fleet vehicle is preferred; however, reimbursement for use of a private vehicle, when such use has been authorized by the department head or designee, may be reimbursed subject to the following:

- (a) Travel by private vehicle will be reimbursed at the IRS rate for business use of a personal vehicle in effect in the County at the time of travel. This mileage reimbursement rate shall be



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considered to be full reimbursement for all costs in use of the private vehicle, except for reasonable costs for snow chain installation and removal.

- (b) If air travel would be less costly but the County Traveler prefers to drive, the County will reimburse the traveler for transportation costs equal to what the cost of air travel would have been, including airfare, shuttle, car rental, mileage to the airport, and other costs determined to be reasonable by the department head or designee; transportation costs over and above that amount, as well as any extra days of lodging, meals and incidentals incurred as a result of the decision to drive will be considered a personal, not reimbursable cost of the traveler.
- (c) Authorized travelers may not claim mileage for business use of a private vehicle in the following instances:
  - 1. When the traveler is riding with someone who will be claiming reimbursement for the vehicle's use from the County or another source;
  - 2. When the traveler has been assigned a County Vehicle for home retention (excluding law enforcement vehicles, whether marked or unmarked), or is receiving an allowance or lump sum for mileage, unless specifically provided for in the terms of their agreement or contract with the County or by Board resolution.
- (d) County employee mileage to the regular place of work from home, and back, is considered commuting and may not be claimed.
- (e) County employee mileage to a temporary work location from home, and back, is considered commuting and may not be claimed except in the following cases:
  - 1. If the County employee is required to report to the regular place of work before reporting to the temporary work location, he or she is eligible for mileage from the regular place of work to the temporary work location; and
  - 2. If the County employee is required to report to the regular place of work after working at the temporary work location and before going home, he or she is eligible for mileage from the temporary work location to the regular place of work.



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- (f) Mileage in conjunction with authorized County travel to and from the authorized destination shall be based on the distance to the destination from the traveler's home or the regular place of work, whichever is shorter, except in any the following cases:
1. If the traveler is required to report to his or her regular work location before leaving, he or she is eligible for mileage to the authorized destination from the work location;
  2. If the traveler is required to report to his or her regular work location before returning home, he or she is eligible for mileage based on the distance from the authorized destination to the work location;
  3. If the traveler is in "on-call" status and is called back to work, the traveler is eligible for mileage reimbursement based on the distance from the traveler's home to the work location
2. County Vehicle Transportation
- (a) Travelers using a County vehicle for traveling shall not be eligible for reimbursement for mileage.
  - (b) Travelers required to fuel a County vehicle at their own expense due to the unavailability of a county-authorized fueling site, or for other reasons deemed justified by the department head or designee, may be reimbursed for the actual fuel costs subject to presentation of receipt(s).
  - (c) If the County vehicle experiences mechanical failure, the traveler shall follow the rules set forth by Fleet Management.
3. Rental Vehicle Transportation
- (a) Vehicles may be rented for transportation at the destination point when the traveler travels to the destination via commercial common carrier and the cost of the rental will be less than the charge for shuttle or taxi service to and from the carrier termination point to the function or hotel accommodations.
  - (b) Vehicles may be rented for transportation to the destination point when the cost of the rental will be less than other reasonable and available modes of transportation.
  - (c) If more than one traveler from the same department is traveling to the same function, only as many rental vehicles as are needed to accommodate all travelers may be claimed.



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- (d) The traveler shall choose the least expensive size and mileage limits appropriate to the use required, as determined by the department head or designee. Rental cars shall be refueled prior to return to the rental agency to reduce cost to the County, except when the traveler is escorting a person who is under County supervision by an employee of the Sheriff's Office, the District Attorney's Office, the Public Defender's Office, the Probation Department, or Health and Human Services Agency
  - (e) Rental cars shall be returned to the renting location and on time to avoid additional charges.
  - (f) The traveler shall waive additional vehicle insurance provided by the rental company.
4. Commercial Carrier Transportation
- (a) Travelers shall seek and attempt to use the lowest rates available for the type of commercial carrier service being utilized. Whenever possible, travelers should take advantage of flight arrangements that minimize County cost (for example, purchasing a round trip ticket may be less expensive than two one-way tickets). No reimbursement will be provided for travel agent fees, unless the use of such services is a requirement to conduct County business.
  - (b) Claims for travel via commercial carrier shall be limited to the actual cost of travel at economy rates. A traveler may upgrade a ticket; however, the difference in cost for such upgrade, including upgrades to allow early check-in, is the responsibility of the traveler. The County will not reimburse any type of travel insurance unless the department head requests the traveler to purchase cancellation coverage. Reasonable baggage charges, if imposed by the airline, on the first checked bag are reimbursable. The department head or designee may authorize additional baggage fees when employees are required to travel with equipment that is required to perform their duties, and which must be checked.
  - (c) Travelers may retain frequent flyer and hotel rewards and similar program benefits. However, participation in these programs must not influence flight or hotel selection, which would result in incremental cost to the County beyond the lowest available cost unless the difference is paid by the traveler. Free tickets or cash allowances for volunteering to be denied timely boarding may be retained by the traveler but no additional cost to the County or interruption



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of County work is allowed and any additional time required to complete the trip shall be considered personal time.

- (d) If travel plans change, requiring a ticket change that incurs a fee and/or fare increase, reimbursement for such costs will be provided only if it can be demonstrated that the change was in the best interest of the County or was necessary to avoid undue burden on the traveler. Such reimbursement shall be subject to department head approval.
- (e) If credits are issued by airlines for non-refundable tickets due to canceled travel, the department shall be responsible for tracking these credits and using them for subsequent employee travel.

### 5. Other Transportation Expenses

(a) The following necessary transportation expenses may be claimed at actual cost when directly related to transporting the traveler to and from the business destination point:

(i) Taxi, rideshare services, shuttle, ferry, or public transit fares;

(ii) Parking fees

- Airport long-term parking is preferred for travel exceeding 24 hours. Department head approval is required for alternate parking arrangements that are necessary due to safety concerns or to ensure the security of county vehicles and equipment. A traveler choosing alternate parking without department head approval will be reimbursed at the long-term parking rate.
- Valet parking will only be reimbursed if it is required by the lodging venue. If a traveler chooses valet parking due to safety concerns or security of county vehicles and equipment when other, less expensive options are available, reimbursement will be subject to department head approval.

(iii) Bridge or road tolls (actual cost, not including penalties or fees);

(iv) Reasonable costs for snow chain installation and removal; and

(v) Other actual transportation expenses determined to be reasonable and necessary by the department head or designee.

(b) The following transportation expenses may not be claimed:



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- (i) Traffic and parking violations, including fines for non-payment of bridge or road tolls;
- (ii) Repairs on non-County vehicles;
- (iii) Mileage for personal trips while on County business;
- (iv) Purchase cost of snow chains;
- (v) Gratuities for taxi or rideshare services and
- (vi) Other actual transportation expenses determined to be unreasonable or unnecessary by the department head.

IV. Meal Expenses

A. Eligibility for Meal Expense Reimbursement

1. Meal expenses, within maximum allowable rates set forth herein, may be reimbursed for out-of-county travel, and for in-County overnight travel.
2. Generally, meals will not be provided for in-County travel; however, a department head (required for non-county personnel) or designee (for county personnel and volunteers) may approve meals for in-County travel or other activities under special circumstances, which may include, but not be limited to, the following:
  - a. Employees and volunteers are participating in a Search and Rescue mission or training exercise;
  - b. An employee from one slope of the county is required to spend all or part of the workday on the other slope, subject to the provisions of section IV.A.5 of this policy.
  - c. Contractors, consultants, or employees from other agencies are assisting with a county recruitment by serving on an interview panel;
  - d. Employees, volunteers, and employees of other agencies are working in the Emergency Operations Center during an emergency.
3. Travelers on out-of-County business travel that requires overnight lodging are eligible to claim reimbursement for meals taken out-of-County. Reimbursement for full days (at least 12 hours) of travel shall be provided as a per diem lump sum, which covers all meals taken by the traveler for each full day. The per diem rate shall be equal to the maximum federal per diem meal and



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- incidental expenses (M&IE) rate established by the General Services Administration (GSA). The per diem rate includes taxes and gratuities.
4. For out-of-County business that is conducted on one business day, if the traveler's actual time for the day is estimated to equal or exceed 12 hours (including work time, the lunch period and round-trip travel time), the traveler is eligible to receive the full per diem reimbursement amount for that day.
  5. For partial days (less than 12 hours) spent on out-of-County travel, whether or not lodging is included, individual meals may be claimed in accordance with the following guidelines:
    - (a) Breakfast, when travel time begins two hours or more before the start time for the traveler's regular work schedule for that day;
    - (b) Lunch, when travel time:
      - (i) ends five or more hours past the start time of the traveler's regular work schedule for that day (example: a traveler whose regular schedule is 8:00 a.m.-5:00 p.m. returns from travel after 1:00 p.m.); or
      - (ii) begins five or more hours before the end time of the traveler's regular work schedule for that day (example: a traveler whose regular schedule is 8:00 a.m.-5:00 p.m. leaves for a trip before 12:00 p.m.).
    - (c) Dinner, when travel time extends two hours or more past the end time for the traveler's regular work schedule for that day.
  6. Reimbursement rates for individual meals shall be at the individual meal rate for that individual meal as established by the GSA.
  7. Reimbursement may exceed the prescribed individual meal rate if the meal is being served as a part of the authorized event and the cost of the meal is itemized separately from the event's registration or attendance fees. For example, the registration fee for a multi-day conference includes lunches but an optional dinner is offered on one night at an additional cost.
  8. Reimbursement may exceed the prescribed individual meal rate when a group meal is provided, and when approved by the department head or designee. Examples include meals provided to



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Search and Rescue volunteers working on a mission or training exercise and meals provided to emergency workers.

9. Unless specifically approved by the department head or designee, a traveler may not claim reimbursement for any meal which is provided, or otherwise available, to the traveler as part of the function, whether or not there is an actual charge for the meal. For example, if lunch is provided at the function, the traveler may not claim a per diem allowance or request reimbursement for eating elsewhere. Receipts will be required for reimbursement of alternate meals authorized by the department head or designee. For purposes of this section, continental breakfast and breakfast included in lodging rates and meals provided during airline or other commercial carrier travel do not constitute provided meals and shall not be deducted from the per diem allowance.
10. A traveler may not claim reimbursement for a meal that was paid for by someone else.
11. As required by California Government Code 53232.2 Board of Supervisors members must provide receipts for all meals and will be reimbursed at the appropriate per diem amount or the actual expense, whichever is less.

### V. Lodging Expenses

#### A. Eligibility for Lodging

1. Travelers are not eligible to claim reimbursement for lodging for in-County travel, unless authorized by a department head or designee when assigned activities require the traveler to spend one or more nights in an area of the County that is distant from their place of residence (e.g., western slope County Employee assigned to 2-day activity in South Lake Tahoe).
2. For out-of-County business that is conducted on one business day, if the traveler's actual time for the day is estimated to equal or exceed 12 hours (including work time, the lunch period and round-trip travel time), then the traveler will have the option of securing one night's lodging at either the beginning or end of the trip. Illustration: A County Employee who resides in South Lake Tahoe is required to attend a one-day business meeting in Sacramento. The County employee estimates that the total time for the day without obtaining lodging would be 14 hours (8 hours of meetings, 1 hour for lunch and 5 hours for round-trip travel). The employee will have the option





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of securing one night's lodging in Sacramento, either the night before the meeting, or after conclusion of the meeting.

3. Travelers are not eligible to claim reimbursement for lodging costs when staying overnight as a guest of friends or relatives.
4. Lodging expenses shall be claimed at either the actual cost of the lodging (limited to the single occupancy rate for a single room) or the County's maximum lodging rate (Federal Per Diem Rate established by GSA), whichever is less. Taxes and resort fees are in addition to the Federal Per Diem Rate.
5. Lodging costs may exceed the County's maximum lodging rate in the following situations:
  - (a) The authorized event is to be held at the particular hotel or events are scheduled for evening hours, or
  - (b) The CAO has given advance written authorization.
6. Except when registering for lodging at a pre-arranged group rate in conjunction with a conference or meeting, County Travelers shall request the government rate or lowest available eligible rate when making lodging arrangements.
7. Travelers are responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Travelers will not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not canceling the room and the department head has determined that the reasons are valid.

VI. Advance Payments

After travel has been authorized, departments are encouraged to pre-pay expenses, to the extent feasible, using a County credit card, and to provide travelers with County credit cards (subject to credit card use policy) when traveling; however, when this option is not available or practical, an advance may be requested.

- A. The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%) Advances will not be issued in amounts less than \$100 or more than \$1,000. The "out of pocket" expenses may include per diem allowances, individual meals, taxi and public



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transportation, lodging, parking, and registration costs, but does not include mileage reimbursement for the use of a personal vehicle.

B. A County credit card may not be used for expenses for which the traveler has received an advance.

VII. Actual Travel Costs Exceeding Estimates

When actual travel costs exceed the estimated costs by more than 2% or \$10.00, whichever is greater, the payment must be approved by the original approving authority

VIII. Compliance and Claim Processing

A. It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel, and expense claims. The failure to properly complete any form or follow any policy or procedure may result in the return of a claim without reimbursement.

B. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor-Controller and Chief Administrative Office.

C. Department Heads are responsible for ensuring that claims for reimbursement are submitted to the Auditor-Controller's Office in a timely fashion, preferably within 30 days following completion of the travel.

**RESPONSIBLE DEPARTMENT**

Chief Administrative Office

**DATES ISSUED AND REVISED; SUNSET DATE**

|                                |            |                                |            |
|--------------------------------|------------|--------------------------------|------------|
| <b>Issue Date:</b>             | 12/13/2016 | <b>Sunset Review Date:</b>     | 12/31/2020 |
| <b>Original Adoption Date:</b> | 12/22/1987 | <b>Previous Revision Date:</b> | 10/20/2009 |



**CDSS**

CALIFORNIA  
DEPARTMENT OF  
SOCIAL SERVICES

Exhibit B 095-S1811

**COMMUNITY-BASED  
CHILD ABUSE PREVENTION PROGRAM (CBCAP)**

**Office of Child Abuse Prevention  
744 "P" Street, MS 8-11-82  
Sacramento, CA 95814  
916-651-6960**

[www.childsworld.ca.gov/PG2289.htm](http://www.childsworld.ca.gov/PG2289.htm)

## COMMUNITY-BASED CHILD ABUSE PREVENTION PROGRAM (CBCAP)

### I. What is CBCAP?

CBCAP stands for Community-Based Child Abuse Prevention. It refers to specific types of child abuse prevention programs that exist in every state in the U.S.

### II. Authorities

**Federal:** Title II of the Child Abuse Prevention and Treatment Act (CAPTA) Amendments of 1996 which was originally enacted in 1974. This Act was most recently amended and reauthorized on December 10, 2010, by the CAPTA Reauthorization Act of 2010 (P.L. 111-320).

**State:** Through an annual application process, the California Department of Social Services (CDSS) is designated by the Governor as the single state agency to administer and oversee the CBCAP Program. The Office of Child Abuse Prevention (OCAP), an office within the CDSS, is responsible for the oversight of CBCAP funds.

In accordance with the allocation formula contained in California Welfare and Institutions Code (W&IC) Section 18966.1(a), CBCAP funds are allocated annually to counties who have applied for the funds. The allocation formula is published in the annual County Fiscal Letter along with the each county's allocation.

**Counties:** According to the statute, counties receiving less than twenty thousand dollars (\$20,000) per year in their county Children's Trust Fund (CCTF) from birth certificate fees must use the amount of CBCAP funds necessary to bring the trust fund balance up to twenty thousand dollars (\$20,000). CBCAP funds deposited into the CCTF must adhere to CBCAP requirements.

In accordance with California W&IC Section 18966.1(a)(3) (d), the allocation of CBCAP funds to counties shall be contingent upon assurances that the counties will provide the OCAP all information necessary to meet federal reporting mandates.

### III. Purpose

- A. To support community-based efforts to develop, operate, expand, enhance, and coordinate initiatives, programs, and activities to prevent child abuse and neglect;
- B. To support the coordination of resources and activities to better strengthen and support families to reduce the likelihood of child abuse and neglect; and
- C. To foster understanding, appreciation and knowledge of diverse populations in order to effectively prevent and treat child abuse and neglect.

## COMMUNITY-BASED CHILD ABUSE PREVENTION PROGRAM (CBCAP)

### IV. Target Population

- Public awareness and education about preventing child abuse and neglect targeting the general public.
- Vulnerable families at risk of abuse or neglect, including but not limited to:
  - Parents (all, new, teens, etc.)
  - Parents and/or children with disabilities
  - Racial and ethnic minorities
  - Members of underserved or underrepresented groups
  - Fathers
  - Homeless families and those at risk of homelessness
  - Unaccompanied homeless youth
  - Adult former victims of child abuse and neglect or domestic violence

### V. Use of Funds

CBCAP-funded activities are those designed to strengthen and support families to prevent child abuse and neglect. Allowable activities are described under Section 201(a)(1)(b) of the Act. These include but are not limited to:

- (1) Developing, operating, expanding, and enhancing community-based, and prevention focused programs and activities that:
  - a. Offer assistance to families;
  - b. Provide early, comprehensive support for parents;
  - c. Promote the development of parenting skills, especially in young parents and parents with very young children;
  - d. Increase family stability;
  - e. Improve access to other formal and informal resources available within communities, including access to such resources and opportunities for unaccompanied homeless youth;
  - f. Support the additional needs of families with children with disabilities through respite care and other services;

## COMMUNITY-BASED CHILD ABUSE PREVENTION PROGRAM (CBCAP)

- g. Involve parents in the planning and program implementation of programs funded under this Title, including meaningful involvement of:
        - i. parents of children with disabilities,
        - ii. parents with disabilities,
        - iii. racial and ethnic minorities, and
        - iv. members of underrepresented and underserved groups;
      - h. Provide referrals to early health and developmental services;
      - i. Foster the development of a continuum of preventive services for children and families, including unaccompanied homeless youth, through State and community-based collaborations and partnerships, both public and private.
- (2) Start-up, maintenance, expansion, or redesign of specific family resource and support programs or community-based child abuse and neglect prevention program services such as, but not limited to:
  - a. respite care services,
  - b. disability services,
  - c. mental health services,
  - d. substance abuse treatment services,
  - e. domestic violence services,
  - f. housing services, transportation,
  - g. adult education,
  - h. home visiting, or
  - i. other similar services identified by the inventory and description of current services required under section 204(a)(3) as an unmet need, and integrated with the network of community-based family resource and support child abuse and neglect prevention program to the extent practicable given funding levels and community priorities;
- (3) Funding is maximized through leveraging of funds for the financing, planning, community mobilization, collaboration, assessment, information and referral, startup, training and technical assistance, information management and reporting, reporting and evaluation costs for establishing, operating, or expanding community-based and prevention-focused, programs and activities designed to strengthen and support families to prevent child abuse and neglect; and

## COMMUNITY-BASED CHILD ABUSE PREVENTION PROGRAM (CBCAP)

- (4) Public information activities that focus on the healthy and positive development of parents and children and promotion of child abuse and neglect prevention activities;
- (5) Programs are accessible, effective, culturally appropriate, and build upon existing strengths;
- (6) Evidence informed and evidence-based programs are highly encouraged.
- (7) Evaluation of funded program.

In general, these funds should be used to support primary prevention (a.k.a., universal) programs and strategies which are available to all families, as well as secondary (a.k.a., targeted) prevention efforts, which target children and families at risk for abuse or neglect.

**Tertiary prevention** addresses families that have already demonstrated the need for intervention and have an open child welfare case. These families are not eligible for services under the CBCAP program.

No more than ten (10) percent of funds may be used for administrative costs. Administrative (i.e. indirect) costs are defined as:

Costs incurred for common or joint objectives that cannot be identified specifically with a particular project, program, or organizational activity. Depreciation, software, and office equipment are examples of administrative costs.

Allowable costs that would not have been incurred had it not been for the program are direct program costs not administrative (e.g. program personnel, training, supplies, travel).

### **VI. Coordination and Collaboration with Related Prevention Efforts**

The CBCAP program is specifically authorized to foster the development of a continuum of preventive services for children and families through State and community-based collaborations and public-private partnerships.

### **VII. Program Requirements**

Counties are not required to participate in the CBCAP Program. Counties who elect to participate in the CBCAP Program are required to meet the program requirements set forth in the CBCAP statute, California Child and Family Services Review (C-CFSR) system and the OCAP annual reporting process.

## COMMUNITY-BASED CHILD ABUSE PREVENTION PROGRAM (CBCAP)

### VIII. References

#### Regulations:

- Welfare and Institutions Code sections [18965](#); [18966](#); [18966.1](#); [18967](#); [18968](#)

#### County Fiscal Letters:

- <http://www.cdss.ca.gov/lettersnotices/PG959.htm>

### IX. Program Resources

- Strengthening Families [www.cssp.org](http://www.cssp.org)
- Title II—Community Based Grants for the Prevention of Child Abuse and Neglect at Friends National Resource Center: <http://www.friendsnrc.org/cbcap>
- California Evidence-Based Clearinghouse [www.cebc-4cw.org](http://www.cebc-4cw.org)
- Family Development Matrix  
<http://matrixoutcomesmodel.com/famdevmatrix.php>
- Strategies  
<http://www.familyresourcecenters.net/>





**CDSS**

CALIFORNIA  
DEPARTMENT OF  
SOCIAL SERVICES

Exhibit C  
095-S1811

## **PROMOTING SAFE AND STABLE FAMILIES PROGRAM (PSSF)**

**Office of Child Abuse Prevention  
744 "P" Street, MS 8-11-82  
Sacramento, CA 95814  
916-651-6960**

[www.childsworld.ca.gov/PG2289.htm](http://www.childsworld.ca.gov/PG2289.htm)

## PROMOTING SAFE AND STABLE FAMILIES (PSSF) PROGRAM

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### I. What is PSSF?

Promoting Safe and Stable Families (PSSF) is a federal program under Title IV-B, Subpart 2 of the Social Security Act for states to operate coordinated child and family services including community-based family support services, family preservation services, time-limited family reunification services and adoption promotion and support services to prevent child maltreatment among at-risk families, assure safety and stability of maltreated children, and support adoptive families.

### II. Authority

**Federal:** The PSSF Program was first established as the Family Preservation and Support Services Program under the Omnibus Budget Reconciliation Act of 1993 (P.L. 103-66). In 1997, the program was reauthorized under the Adoption and Safe Families Act (P.L. 105-89) and was renamed the Promoting Safe and Stable Families Program (PSSF) with two additional service components put in place: time-limited reunification and adoption support services. The PSSF Amendment of 2001 (P.L. 107-133) extended the program through 2006 and the Child and Family Services Improvement Act (P.L. 109-288) reauthorized the program through FY 2011. More recently, the Child and Family Services Improvement and Innovation Act (P.L. 112-34) reauthorized the PSSF Program through FY 2016.

**State:** Funding under the PSSF Program is distributed to states under a formula grant based on the number of children receiving Supplemental Nutrition Assistance Program benefits. States are permitted to use ten percent of the funding for administrative costs. To maintain eligibility, states must provide a twenty-five percent state match. Additionally, the California Department of Social Services (CDSS) must meet a \$13,200,000 Maintenance of Effort (MOE). The MOE was established when CDSS first began participation in the PSSF Program in FFY 1994. The CDSS has continued to meet both the twenty-five percent match and MOE requirements via State Family Preservation (SFP) Program expenditures.

The Office of Child Abuse Prevention (OCAP) within CDSS has been designated by the Governor as the single state agency to administer and oversee the funds. The OCAP provides training and technical assistance through its consultants, departmental resources and subcontractors.

**Counties:** Eighty-five percent of California's PSSF funds are allocated to counties. County allocations are based on the number of children zero to 17 years of age and the number of children in poverty residing in the county. In order to ensure an adequate level of funding for smaller counties, the minimum PSSF county allocation is \$10,000. The county child welfare agency must administer PSSF funds at the local level and is responsible for adhering to the PSSF assurances.

Under Assembly Bill 118, SFP funds were realigned to local revenue funds. If every county that operated a SFP Program in FY 2011-12 continues to expend funds at the same level in ongoing FYs, California's match and MOE will continue to be met.

### III. Purpose

The four PSSF Program components: (1) family preservation, (2) community-based family support, (3) time-limited family reunification and (4) adoption promotion and support, are intended to provide coordinated services for children and families across the continuum from prevention to treatment through aftercare. The objective, target population and allowable services and activities for each component are described in the tables below.

## PROMOTING SAFE AND STABLE FAMILIES (PSSF) PROGRAM

### IV. Target Populations & Allowable Activities

| 1. Family Preservation  |  |
|---|--|
| <b>Objective</b>  |  |
| To prevent maltreatment among families through the provision of community-based, supportive family services designed to help families (including adoptive and extended families) at risk or in crisis.  |  |
| <b>Target Population</b>  |  |
| <ul style="list-style-type: none"> <li>• Vulnerable families with children that are at risk of abuse or neglect.</li> <li>• Families that have one or more risk factors.</li> <li>• Families that have already demonstrated the need for intervention and have an open child welfare case.</li> <li>• Services may be provided for youth being served by child welfare and probation agencies that have met Title IV-E eligibility requirements and are in a qualified placement setting.</li> </ul>  |  |
| <b>Allowable Services and Activities (include but are not limited to)</b>   |  |
| <ul style="list-style-type: none"> <li>• Services designed to help children:                             <ul style="list-style-type: none"> <li>○ Safely return to families from which they have been removed.</li> <li>○ Be placed for adoption with a legal guardian.</li> <li>○ If adoption or legal guardianship is determined unsafe, in some other planned permanent living arrangement.</li> </ul> </li> <li>• Pre-placement preventive services programs:                             <ul style="list-style-type: none"> <li>○ Intensive family preservation/maintenance programs, designed to help children at risk of foster care placement remain safely with their families.</li> </ul> </li> <li>• Follow-up care to families to whom a child has been returned after a foster care placement.</li> <li>• Respite care (to children) for temporary relief for parents and other caregivers (including foster parents).</li> <li>• Services designed to improve parenting skills with respect to matters such as child development, family budgeting, coping with stress, health and nutrition.</li> <li>• Infant safe haven programs to provide a way for a parent to safely relinquish a newborn infant at a safe haven designated pursuant to state law (i.e. Safely Surrendered Babies).</li> </ul> |  |
| <b>Services* Frequently Supported by Family Preservation Funds (not an exhaustive list):</b>  |  |
| Basic needs, concrete supports<br>Behavior health, mental health services<br>Case management<br>Childcare (temporary)<br>Differential Response<br>Domestic violence services<br>Early childhood services<br>Family Resource Center or other multi-service center<br>Financial literacy education  | Health services<br>Home visiting (for parents with children ages 0-5)<br>Housing services<br>Parenting education<br>Peer support<br>Respite care<br>Substance abuse services<br>Team Decision Making<br>Transportation<br>Youth programs |
| 2. Community-Based Family Support Services <sup>1</sup>   |  |
| <b>Objective</b>  |  |
| To assure children's safety within the home and to preserve intact families in which children have been maltreated.   |  |

<sup>1</sup> Community-based services refers to programs delivered in accessible settings in the community and responsive to the needs of the community and the individuals and families residing therein. These services may be provided under public or private nonprofit auspices (45 CFR 1357.10(c)).

## PROMOTING SAFE AND STABLE FAMILIES (PSSF) PROGRAM

|  |   |
|--|---|
| <b>Target Population</b>   |   |
| <ul style="list-style-type: none"> <li>• Vulnerable families with children that are at risk of abuse or neglect.</li> <li>• Families that have one or more risk factors.</li> <li>• Families that have already demonstrated the need for intervention and have an open child welfare case.</li> <li>• Services may be provided for youth being served by child welfare and probation agencies that have met Title IV-E eligibility requirements and are in a qualified placement setting.</li> </ul>   |   |
| <b>Allowable Services and Activities (include but are not limited to)</b>  |   |
| <ul style="list-style-type: none"> <li>• Service that promote the safety and well-being of children and families.</li> <li>• Services that increase the strength and stability of families (including adoptive, foster, and extended families).</li> <li>• Services that increase parents' confidence and competence in their parenting abilities.</li> <li>• Services that afford children a safe, stable, and supportive family environment.</li> <li>• Services that strengthen parental relationships and promote healthy marriages.</li> <li>• Services that enhance child development, including through mentoring<sup>2</sup>.</li> </ul> |   |
| <b>Services* Frequently Supported by<br/>Community-Based Family Support Funds (not an exhaustive list)</b>   |   |
| <ul style="list-style-type: none"> <li>Basic needs, concrete supports</li> <li>Behavior health, mental health services</li> <li>Case management</li> <li>Childcare (temporary)</li> <li>Differential Response</li> <li>Domestic violence services</li> <li>Early childhood services</li> <li>Family Resource Center or other multi-service center</li> <li>Financial literacy education</li> <li>Health services</li> </ul>  | <ul style="list-style-type: none"> <li>Home visiting (for parents with children ages 0-5)</li> <li>Housing services</li> <li>Parenting education</li> <li>Parent/sibling visitation</li> <li>Peer Support</li> <li>Respite care / crisis nursery</li> <li>Substance abuse services</li> <li>Team Decision Making</li> <li>Transportation</li> <li>Youth programs</li> </ul> |
| <b>3. Time-Limited Family Reunification</b>  |   |
| <b>Objective</b>   |   |
| To address the problems of families whose children have been placed in foster care so that reunification may occur safely and timely.  |   |
| <b>Target Population</b>   |   |
| <ul style="list-style-type: none"> <li>• Children that are removed from their home and placed in a foster family home or a child care institution.</li> <li>• Parents or primary caregiver of such a child, in order to facilitate the reunification of the child, safely, appropriately and in a timely fashion, but only during the 15-month period that begins on the date the child is considered to have entered foster care.</li> </ul>  |   |
| <b>Allowable Services and Activities</b>   |   |

## PROMOTING SAFE AND STABLE FAMILIES (PSSF) PROGRAM

- Individual, group, and family counseling
- Inpatient, residential, or outpatient substance abuse treatment services
- Mental health services
- Assistance to address domestic violence
- Temporary child care and therapeutic services for families, including crisis nurseries.
- Peer-to-peer mentoring and support groups for parents and primary caregivers
- Services/activities that facilitate access to and visitation of children by parents and siblings.
- Transportation to or from any of the services and activities described above

**Please note:** Case management and/or linkages to services are not allowable under PSSF TLFR. **These funds are for the provision of the direct services specified above only.**

### Time-Limited Family Reunification Services\* are limited to the following:

Behavior health, mental health services  
Childcare (temporary)  
Domestic violence services  
Parent/sibling visitation

Peer support  
Respite care  
Substance abuse treatment  
Transportation

## 4. Adoption Promotion and Support Services

### Objective

To support adoptive families by providing support services necessary for them to make a lifetime commitment to children.

Services and activities are designed to encourage more adoptions out of the foster care system, when adoptions promote the best interests of children, including such activities designed to expedite the adoption process and support adoptive families.

### Target Population

- Current dependents in the foster care system with a case plan goal of adoption.
- Children whom have had a finalized adoption and their adoptive families and families exploring adoption.
- Services may be provided for youth being served by child welfare and probation agencies that have met Title IV-E eligibility requirements and are in a qualified placement setting.

### Allowable Services and Activities (include but are not limited to)

- Pre- and post-adoptive services designed to support adoptive families so that they can make a lifetime commitment to their children
- Activities designed to expedite the adoption process and support adoptive families

### Services\* Frequently Support by Adoptions, Promotion, and Support (not an exhaustive list)

Adoptive parent recruitment  
Basic needs, concrete supports  
Behavior health, mental health services  
Case management  
Childcare  
Family Resource Center or other drop-in multi-service center  
Financial literacy education

Health services  
Livescan Fees  
Parenting education  
Peer support  
Respite care  
Team Decision Making  
Transportation  
Youth programs

## PROMOTING SAFE AND STABLE FAMILIES (PSSF) PROGRAM

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\* = please refer to OCAP Service Categories definitions on the OCAP extranet  
<http://www.cdsscounties.ca.gov/OCAP/res/pdf/Service%20Categories.pdf>

### V. Use of Funds

A minimum of 20 percent of the county's total annual PSSF allocation must be spent under each of the four program components. Counties have flexibility in how the remaining 20 percent is expended.

No more than 10 percent may be used for administrative costs. Administrative (i.e. indirect) costs are defined as:

Costs incurred for common or joint objectives that cannot be identified specifically with a particular project, program, or organizational activity. Depreciation, software, and office equipment are examples of administrative costs.

Allowable costs that would not have been incurred had it not been for the program are direct program costs not administrative (e.g. program staff, training, supplies, travel).

### VI. Program Requirements

The PSSF Program is not an entitlement program and counties must meet program requirements through the County Self-Assessment (CSA) and System Improvement Plan (SIP) components of the California Child and Family Services Review (C-CFSR) as well as submittal of the CAPIT/CBCAP/PSSF Annual Report. Counties must:

- A. Establish a PSSF Collaborative (local planning body) to develop county plans as required by CDSS. The county Board of Supervisors (BOS) shall oversee the local planning process and approve each plan before it is transmitted to CDSS for approval. The planning process shall include:
  1. Broad involvement and consultation with a wide-range of appropriate public and private non-profit agencies and community-based organizations and parents, including families, parents, and youth who have been involved with or are currently receiving child welfare services;
  2. Coordination in the provision of services for children and families;
  3. Collection of information to help determine at-risk populations, target areas, assess service needs, identify gaps in services, select priorities for funding and services, formulate goals and objectives and develop opportunities for bringing more effective and accessible services for children and families;
  4. A description of services to be provided. For each service provide a description of:
    - a. The population to be served;
    - b. The geographic area where services will be provided;
    - c. The number of individuals and families to be served.
- B. Utilize a quality assurance process that measures quantity, quality and effectiveness of funded activities.

Whether funds are used for in-house services or contracted with a provider, the county is required to report participation rates and outcomes achieved to the OCAP.

### VII. References

42 U.S.C. 629: Subpart 2. Promoting Safe and Stable Families

## **PROMOTING SAFE AND STABLE FAMILIES (PSSF) PROGRAM**

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[45 CFR 1357: Title IV-B Requirements](#)

[Assembly Bill 118 \(Chapter 40, Statutes of 2011\)](#)

[Child and Family Services Improvement Act of 2006 \(Public Law 109-288\)](#)

[Child and Family Services Improvement and Innovation Act \(Public Law 112-34\)](#)

[County Fiscal Letters](#)

[OCAP Service Categories Defined](#)

[Omnibus Budget Reconciliation Act of 1993 \(Public Law 103-66\)](#)

[Promoting Safe and Stable Families Amendment of 2001 \(Public Law 107-133\)](#)

[Welfare and Institutions Code Section 16600-16605](#)

### **VIII. Program Resources**

- [Family Development Matrix](#)
- [Strategies](#)
- [Strengthening Families](#)
- [The California Evidence-Based Clearinghouse](#)







**CDSS**

CALIFORNIA  
DEPARTMENT OF  
SOCIAL SERVICES

Exhibit E  
095-S1811

**CHILD ABUSE PREVENTION,  
INTERVENTION AND TREATMENT PROGRAM  
(CAPIT)**

**Office of Child Abuse Prevention  
744 "P" Street, MS 8-11-82  
Sacramento, CA 95814  
916-651-6960**

[www.childsworld.ca.gov/PG2289.htm](http://www.childsworld.ca.gov/PG2289.htm)

December 2013

Questions? Email: [ocappnd@dss.ca.gov](mailto:ocappnd@dss.ca.gov)

## **CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT (CAPIT) PROGRAM**

### **I. What is CAPIT?**

CAPIT is the Child Abuse Prevention, Intervention and Treatment Program designed to fund the prevention, intervention and treatment of child abuse in California.

### **II. Authorities**

Assembly Bill (AB) 1733 (Chapter 1398, Statutes of 1982) provided the first major commitment of state General Fund dollars to the California Department of Social Services (CDSS) to fund child abuse and neglect prevention and intervention programs. The CAPIT Program requirements are now contained in Welfare and Institution Code (W&IC) Sections 18960 - 18964.

Effective July 1, 2011, AB 118 (Chapter 40, Statutes of 2011) realigned the funding for the CAPIT program from the state to the local governments and redirects specified tax revenues to fund this effort. Senate Bill (SB) 1020 (Chapter 40, Statutes of 2012) established the Support Services Account and Protective Services Subaccount within the Local Revenue Fund (LRF) 2011. CAPIT Program funds, as identified in W&IC Sections 18960-18964, are deposited monthly by the State Controller into the Protective Services Subaccount within each county's LRF 2011.

The realignment of state funds to counties, including CAPIT, allow for more flexibility. With the passage of SB 1013 (Chapter 35, Statutes of 2012) in June of 2012, counties now have the ability to use CAPIT funds in-house and are no longer required to go through a competitive bid process for the selection and funding of services. Funds may also be used to contract with public or private, non-profit agencies. (Also see the "Program Requirements" section in this document.)

Beginning in the Fiscal Year 2011-12 and for each fiscal year thereafter, funding and expenditures for programs and activities under this section shall be in accordance with the requirements provided in sections 30025 and 30026.5 of the Government Code.

The Office of Child Abuse Prevention (OCAP) within the California Department of Social Services (CDSS) has been designated as the single state agency to administer and oversee the funds. The OCAP provides oversight and consultation through the California Child and Family Services Review (C-CFSR) to ensure that each county:

- (1) Allocates revenues through the use of an accountable process that utilizes a multidisciplinary approach;
- (2) Explains how services funded are coordinated with the array of services available in the county; and
- (3) Ensures funded services are based on priority unmet need.

The OCAP shall review and approve these plans prior to authorizing county expenditure of funds.

## **CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT (CAPIT) PROGRAM**

### **III. Purpose**

CAPIT funds are used to fulfill Federal Community-Based Child Abuse Prevention (CBCAP) grant matching and leveraging requirements. As such, these funds cannot be used as a match for other federal funds. Funds shall be used for child abuse prevention, intervention and treatment services as described in statute and regulation.

All funds expended by a county for CAPIT activities shall be expended by the county in a manner that will maximize eligibility for federal financial participation, including reporting requirements.

### **IV. Target Population**

Priority for services shall be given to:

- Children who are at high risk, including:
  - Children being served by county welfare departments for abuse and neglect.
  - Children referred for services by legal, medical, or social service agencies.
- Minority populations
- Projects and services related to the needs of children, especially children under 14 years of age.

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;
  - Services to child victims of crime.

### **V. Use of Funds**

Funding can be used to supplement, but not supplant, child welfare services.

Funding priority 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. Each county shall monitor the projects that are funded by CAPIT. Services may include, but not be limited to:

- day care,
- respite services,
- transportation,
- mental health services,

## CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT (CAPIT) PROGRAM

- services provided through home visiting programs,
- parent education and support programs,
- domestic violence services,
- disability services,
- early developmental screening and assessment, and
- counseling services.

No more than ten (10) percent of the funds may be used for administrative costs. Administrative costs are defined as:

Costs incurred for common or joint objectives that cannot be identified specifically with a particular project, program, or organizational activity. Depreciation, software, and office equipment are examples of administrative costs.

Allowable costs that would not have been incurred had it not been for the program are direct program costs not administrative (e.g. program personnel, training, supplies, travel).

### **VI. Program Requirements**

Counties are required to demonstrate the following program requirements are met through the County Self-Assessment (CSA) and System Improvement Plan (SIP) components of the California Child and Family Services Review (C-CFSR) and the CAPIT/CBCAP/PSSF annual reporting process. Information collected by CDSS via the CAPIT/CBCAP/PSSF Annual Report is used to meet federal reporting requirements. The county child welfare agency shall provide to the OCAP, no later than October 1 of each year, an annual expenditure report to include funds expended, populations served, and other information deemed necessary.

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

Services/activities:

- Are not duplicated in the community
- Are based on needs of children at risk
- Help the county make progress toward the outcome indicators
- Are culturally and linguistically appropriate to the population served.

## CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT (CAPIT) PROGRAM

Applicant agencies must demonstrate the existence of a ten (10) percent cash or in-kind match (other than funding provided by the CDSS), which will support the goals of child abuse and neglect prevention and intervention.

### **VII. References**

Assembly Bill 118 (Chapter 40, Statutes of 2011)

Assembly Bill 1733 (Chapter 1398, Statutes of 1982)

County Fiscal Letters

Government Code Sections 30025 and 30026.5

Senate Bill 1013 (Chapter 35, Statutes of 2012)

Senate Bill 1020 (Chapter 40, Statutes of 2012)

Welfare and Institution Code Section 10601.2

Welfare and Institution Code Sections 18960-18964

### **VIII. Program Resources**

The California Evidence-Based Clearinghouse  
[www.cebc4cw.org](http://www.cebc4cw.org)

Strengthening Families  
<http://www.cssp.org/reform/strengthening-families>

Strategies  
<http://www.familyresourcecenters.net/>

Family Development Matrix  
<http://matrixoutcomesmodel.com/famdevmatrix.php>

**Exhibit “F” 095-S1811**  
**HIPAA Business Associate Agreement**

This Business Associate Agreement is made part of the base contract (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

**RECITALS**

**WHEREAS**, County and Contractor (hereinafter referred to as Business Associate (“BA”) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement; and

**WHEREAS**, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time; and

**WHEREAS**, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103 ; and

**WHEREAS**, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103; and

**WHEREAS**, “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

**WHEREAS**, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

**WHEREAS**, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.

2. Scope of Use and Disclosure by BA of County Disclosed PHI
  - A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
  - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
    - (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
    - (2) disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
    - (3) Disclose PHI as necessary for BA's operations only if:
      - (a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
        - (i) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
        - (ii) The third party will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
    - (4) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
    - (5) Not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
    - (6) De-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
  - C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.
3. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
  - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308,164.310,164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.

- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
  - C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
  - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
  - B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
  - C. To assist the County in meeting its disclosure accounting under HIPAA:
    - (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if know, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy



of the individual's authorization, or a copy of the written request for disclosure.

- (2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
- D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary") , BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.

5. Obligations of County.

- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.
- D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
  - (1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
  - (2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
  - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.

- C. Effect of Termination.
  - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
  - (2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.
- 8. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
- 9. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
- 10. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- 11. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.