



## RESOLUTION NO. 127-2016

### OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

#### Foster Family Recruitment, Retention and Support Program

**WHEREAS**, the County of El Dorado Health and Human Services Agency (HHSA) is a department of the County of El Dorado and is overseen by the County of El Dorado Board of Supervisors; and

**WHEREAS**, Foster Families are licensed by the State and certified by HHSA to make a temporary care commitment to the child while working towards reuniting the child with his/her birth family; and

**WHEREAS**, HHSA's Child Welfare Program is responsible for protecting children who either do not have a parent, guardian, or custodian or children whose parents, guardians, or custodians are unable to provide for the care or supervision of their children; and

**WHEREAS**, the Foster Family Recruitment, Retention and Support (FPRRS) Program identifies the importance of recruiting, retaining and supporting foster homes through a "Lead Resource Home" to increase support and respite services for foster parents; and

**WHEREAS**, the FPRRS agreement defines the roles and responsibilities of both the Lead Resource Home and Lead Resource Parent(s) and the FPRRS agreement can only be executed with those Foster Family Homes (FFH)s who have met the CDSS requirements for a FFH license; and

**WHEREAS**, HHSA desires to enter into agreements with Lead Resource Homes using the FPRRS boilerplate agreement called the Foster Parent Recruitment, Retention, and Support Program Agreement approved by County Counsel; and

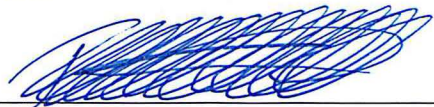
**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of the County of El Dorado hereby delegates authority to the Director of the Health and Human Services Agency, or designee, to execute future FPRRS boilerplate agreements, using the Foster Parent Recruitment, Retention, and Support Program Agreement template attached hereto as Exhibit A.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 2nd day of August, 2016, by the following vote of said Board:

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

By:   
Deputy Clerk

Ayes: Veerkamp, Ranalli, Mikulaco, Frentzen, Novasel  
Noes: None  
Absent: None

  
Ron Mikulaco, Chair, Board of Supervisors

**AGREEMENT FOR SERVICES #xxx-xxxx**

Foster Parent Recruitment, Retention and Support (FPRRS) Program

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and \_\_\_\_\_, an individual, whose principle place of business is \_\_\_\_\_ (mailing: \_\_\_\_\_), (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, County desires and has the duty to provide protection in the form of temporary foster care for certain children who are in the custody of County's Health and Human Services Agency (HHS), Child Welfare Services (CWS) or who are adjudicated dependents or wards of the court (collectively hereinafter referred to as "Client(s)") and whom County takes or accepts into its charge to ensure their safety and well-being pursuant to the provisions of the California Welfare and Institutions Code (WIC) Sections 305, 625, 626(b) and 16500 et seq.; and

**WHEREAS**, County has identified the importance of recruiting, retaining and supporting foster homes served by County HHS and desires to implement the Foster Parent Recruitment, Retention and Support (FPRRS) Program; and

**WHEREAS**, County has been allocated funds by the California Department of Social Services (CDSS) to provide such services; and

**WHEREAS**, Contractor shall maintain a valid, good standing Foster Care License and provide services in accordance with the California Manual of Policies and Procedures Division 31 Child Welfare Services Program and California Code of Regulations ("CCR") Title 22 regulations; 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**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly

performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

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

## ARTICLE I

### Definitions:

- A. **Aid to Families with Dependent Children – Foster Care (AFDC-FC)**:
- B. **Caregiver**: "Caregiver" means any licensed or certified foster parent, approved relative caregiver, or approved nonrelative extended family member.
- C. **Client**: Children, youth or non-minor dependents (NMDs) who are in the custody of CWS or who are adjudicated dependents or wards of the court and whom County takes or accepts into its charge to ensure their safety and well-being pursuant to the provisions of the California Welfare and Institutions Code (WIC) Sections 305, 625, 626(b) and 16500 et seq.
- D. **Foster care**: (1) Foster care refers to the system within a state that cares for minor children when it has been deemed by the court and a child protection agency that the minor's parents are unable to properly care for them. Children usually enter foster care due to abuse and/or neglect, but there are several other reasons that a child may enter foster care. (2) Foster care is intended to provide temporary, safe living arrangements and therapeutic services for children who cannot remain safely at home due to child maltreatment or for children whose parents are unable to provide adequate care. The U.S. foster care system aims to safely reunify children with their parents or secure another permanent home, e.g., through adoption. (3) The 24-hour out-of-home care provided to children whose own families are unable or unwilling to care for them, and who are in need of temporary or long-term substitute parenting.
- E. **Foster care provider**: A provider who receives a monthly per child AFDC-FC allotment for providing care and supervision to a foster child placed in either an: Approved home of a relative; Licensed family home of a non-relative; Approved home of a non-relative extended family member; or Home of a non-related legal guardian or former non-related guardian when the guardianship of a child otherwise eligible for AFDC-FC has been dismissed due to a child attaining 18 years of age.
- F. **Foster child**: A foster child is a child or non-minor dependent who is temporarily under the care of someone other than his or her parents or guardians.
- G. **Foster family home (FFH)**: Foster family homes, as defined in California's Department of Social Services Community Care licensing (CCL) regulations, provide 24-hour care and supervision in a licensee's family residence for no more than six (6) children. Care is provided to children who are mentally disabled, developmentally disabled or physically handicapped, children who have been removed from their home because of neglect or abuse, children who require special health care needs and supervision because of such disabilities or children who are adjudicated wards of the court. The foster care may be by a public or private child placement agency or by a court order, or by voluntary decision by a parent, parents, or guardian.
- H. **Foster parent/Foster care provider**: These terms are used interchangeably to mean the person(s) that are licensed by the State of California, or its designee (i.e. the County of El Dorado) or certified by a Foster Family Agency to provide foster care services to children

in their care.

- I. **Lead Resource Home**: The central licensed foster home in a constellation of foster, relative and nonrelated extended family homes.
- J. **Lead Resource Home Coordinator**: The licensed caregiver(s) that provide the specific Lead Resource Home services and supports delineated in this contract. The Coordinator helps the Resource Homes successfully maintain the children they have in temporary care. The Coordinator helps the homes collaborate and work with key stakeholders (schools, Child Welfare Services (CWS), Probation, etc.) - demonstrating best practices and resulting in positive outcomes.
- K. **Non-minor dependent (NMD)**: The passage of State Assembly Bill 12 provided for the extension of foster care benefits for youth 18 years but under 21 years of age and introduced the new term NMD to signify these youth.
- L. **Non-relative extended family member (NREFM)**: An adult caregiver that has an established familial or mentoring relationship with the child or an adult caregiver who has an established familial relationship with a relative of the child and who does not fall within the fifth degree of kinship. Example: A NREFM can be a foster child's Godparent(s) or an adult caretaker who does not meet the definition of "relative" however has an established familial relationship with the foster child.
- M. **Resource family**: A *resource family* is the new State of California term for those who care for children and youth in out-of-home care through CWS or Juvenile Probation, including foster parents, relative caregivers, nonrelated extended family members, and adoptive families.
- N. **Resource home**: a licensed or certified foster home, relative home, nonrelative extended foster home or adoptive home that exists within the Resource Home Network.
- O. **Resource Home Network**: A group of foster homes, relative, nonrelated extended family member or adoptive homes ("Resource Homes"), supported by a Lead Resource Home Coordinator that maintains availability for up to two respite and crisis management temporary care.
- P. **Respite care**: Respite care is the provision of prearranged child care when a foster parent is absent or incapacitated, and a determination has been made that temporary in-home or out-of-home care is in the child's best interest. Respite care services do not typically exceed 72 hours per session, and are not provided for the purpose of routine, on-going child day care. Respite care is arranged through the child's caseworker (e.g. social worker) and must be provided in the home of another licensed, certified, or approved foster caregiver. Examples of events for which respite care may be needed include the caregiver's temporary incapacitation, a family medical emergency, or simply the need for a "break" from the stress of parenting. The respite period is not a placement.
- Q. **Temporary Care Slot**: A temporary care slot includes bed space and related support and services provided in a licensed foster home, serving in the capacity of a Lead Resource Home. The contractor is responsible to maintain the availability of a slot and when that slot is filled, for providing 24-hour, 7-day-a-week care, as described in Scope of Services Article II.B.3 of this document.
- R. **Temporary Lead Resource Home Care**: Care of a child or NMD in a Lead Resource Home for a temporary period while one or both of the following conditions exist: (1) a crisis exists in the foster home, causing the out-of-home care; (2) respite care is needed.
- S. **Temporary Lead Resource Home Care Period**: Duration of care in a Lead Resource Home shall be limited to three consecutive days (72 consecutive hours at a time). There shall be no limit on the number of episodes of care within a year for a particular

child/NMD.

## **ARTICLE II**

**SCOPE OF SERVICES:** Contractor agrees to furnish the personnel and equipment necessary to provide the following services in accordance with the governing laws and regulations as outlined herein in sections A through E below.

Contractor shall not charge any Client or their family or guardian, or receive any fee or payment from any Client or their family or guardian, for services rendered pursuant to this Agreement. Any violation of this Agreement may result in a formal complaint being filed with the Community Care Licensing Division of the California Department of Social Services (CCLD).

- A. Contractor agrees to provide two (2) respite/crisis beds at the Lead Resource Home for access by a child or NMD for a temporary period while one or both of the following conditions exist: (1) a crisis exists in the foster home, or; (2) respite care is needed.

### **B. Temporary Respite/Crisis Care**

The Lead Resource Home and the Lead Resource Home Coordinator:

1. Must have and maintain a current foster home license for children ages 0-21.
2. Must be licensed to provide services in the current home in which the Lead Resource Home Coordinator resides.
3. Must follow El Dorado County Foster Home Licensing Requirements and Standards, including, but not limited to,
  - a. Providing 24-hour per day care, seven days a week for the Client(s) temporarily placed at the Lead Resource Home
  - b. Providing shelter, food, clothing, transportation to the Client(s) school, and other immediate necessities for the children/youth/NMDs temporarily placed at the Lead Resource Home
  - c. Having appropriate resources to cover the needs of the Client.
  - d. Providing adequate supervision to promote a safe and healthy environment for foster children, for the Client's temporarily placed at the Lead Resource Home
  - e. Abiding by all Federal, State and County laws pertaining to confidentiality
  - f. Maintaining no more than the total number of children the licensed provider can properly care for, regardless of status, not to exceed six children, unless exceptional circumstances exist and are documented in the case file. Such circumstances may include, but are not limited to the need to place siblings together.
  - g. Reporting any incident of potential danger or harm to the Client, injuries, abuse or neglect or other emergencies to the Client's assigned social worker and/or the CWS on-call worker.
  - h. Immediately notifying Client caseworker or caseworker's supervisor by telephone of any significant changes in Client's health, behavior or location and provide a follow-up written incident report within twenty-four (24) hours.
4. Must be able to accommodate up to two crisis/respite care slots for Clients who are currently in care within the Resource Network and for those pending care in such homes, through El Dorado County Child Welfare System (CWS) or the Juvenile Court. Respite and crisis care is a temporary period of up to 72 hours, in which one or both of the following conditions exist: (1) Respite care is needed; (2) A crisis exists in the Resource Home, causing the need for temporary care in the Lead Resource Home;

5. Must agree to accept any Client referred for respite/crisis care provided: (a) there is a vacancy in the home; (b) the respite/crisis care is consistent with the terms of the Lead Resource Home's foster care license.
6. Must be available nearly twenty-four hours a day, seven days a week to provide crisis/respite care when needed, with the following exceptions:
  - (a) Vacation time: The Lead Resource Home will be allowed to take up to fourteen (14) days vacation per year, notifying the designated CWS staff person, at least one week in advance, of any vacation time that exceeds four hours a day and notifying the staff person, at least one day in advance of any vacation time that is between one and four hours a day.;
  - (b) Illness: The Lead Resource Home may have limited availability due to illness of the Lead Resource Home Coordinator or any persons residing in the home.
  - (c) The Lead Resource Home shall designate or appoint, in cooperation with CWS, a back-up Lead Resource Home for the duration of unavailability.
7. Must maintain medical, dental and educational records for each Client in a secure and confidential area and regularly supply updated information to County, during the time the Client is in respite/crisis care.
8. Submit, to the CWS caseworker or designee, copies of any pertinent information, such as school reports and medical reports that come into Contractor's possessions during the time that Client is in respite/crisis care.
9. Must not make any independent agreements with Client's parents, siblings or guardians.
10. Must not release Client to anyone without prior written authorization from County.
11. Arrange for the collection and storage of Client's personal belongings at termination of respite/crisis care.
12. The Lead Resource Home must be geographically located within the County of El Dorado, within service areas delineated by a map or maps provided in Exhibit A.

### **C. Support and Services**

The Lead Resource Home Coordinator shall:

1. Maintain regular contact with the Resource Homes and CWS worker, including planned weekly contact via phone, e-mail, or face-to-face contact.
2. Support retention of Resource Home temporary care by creating, managing and monitoring activities within the network, to include, but not limited to
  - (a) Monthly meetings that include training and social networking.
  - (b) Special events for families to receive recognition and support.
  - (c) Other monthly activities such as family meals, game or movie nights, guest speakers, and culturally relevant recreation for members
3. Maintain a flexible schedule that can accommodate Resource Home parents' requests for crisis intervention, conflict resolution and supportive services as needed.
4. Encourage, support and participate in the strengthening of working relationships between CWS, resource families and other stakeholders, including Juvenile Probation, schools, and other government and community-based organizations.
5. Provide ongoing troubleshooting and system navigation for families in the Coordinator's Resource Home Network, in coordination with CWS staff.
6. Provide conflict resolution and crisis management to the Home Network parents and children placed in their homes, to include, but not limited to:
  - (a) Contacting the on-call CWS staff worker regarding immediate needs/crisis situations;

- (b) Leading, coordinating or participating in telephone calls or face-to-face meetings to help resolve the crisis;
  - (c) Accepting a Resource Home Client into temporary respite/crisis care in the Lead Resource Home;
  - (d) Reporting crisis intervention/conflict resolution activities the next week day to the CWS staff
7. Acknowledge, be open to, and support diversity, including cultural, spiritual, economic, class, different abilities, and sexual orientation differences, and be able to model respectful language and behavior and will encourage and support the Resource Home Network members in doing so.
  8. Comply with the Civil Rights Act of 1964, Section 504, Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) of 1990, concerning discrimination based on Client's actual or perceived race, ethnic group identification, ancestry, national origin, gender, age, color, religion, sexual orientation, gender identity, mental or physical disability, or infectious disease status.

**D. Records and Reports:**

The Lead Resource Home Coordinator shall create, update, maintain, and/or distribute documentation as required by County of El Dorado CWS to include, but not be limited to:

1. Documenting, monthly, or as required by CWS, the activities and progress in achieving the objectives of the County of El Dorado Foster Care Program as it relates to the services provided through this contract.
2. Maintaining a log that documents the date, time, and hours of a child/children's respite/crisis care, calls and face-to-face meetings for regular interface and crisis resolution needs;
3. Creating and distributing a monthly calendar of Resource Home Network activities to Home Network and CWS workers. The calendar shows all Resource Home Network meetings, social events and activities, the respite/crisis care available, vacation plans, holidays, and other relevant events.
4. Retaining all receipts for Resource Home Network expenses (in association with contract-allowed activities and services), recording such expenses and submitting the records to the County of El Dorado Foster Care Program designee upon request.

**E. Communications and Transportation:**

1. The Lead Resource Home Coordinator must have and maintain, at his/her own expense, a reliable mobile telephone for communication purposes.
2. The Lead Resource Home Coordinator must have a reliable, appropriately insured vehicle.

**F. HIPAA Compliance:**

1. All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time any such confidential information.
2. If Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), Contractor shall maintain the security and confidentiality of PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

**G. County Responsibilities:**

County shall

1. Provide training and consultation to the Lead Resource Home Coordinator, at no cost. Topics may include, but are not limited to crisis intervention, facilitation skills and helping foster children adjust.
2. Help coordinate alternative temporary care when the Lead Resource Home is not available due to vacations, illness or other conditions.
3. Share all available information about Client(s) to be placed in the Lead Resource Home, including relevant social, medical and educational history, behavior problems, court involvement, parental, sibling and/or family member(s) or relative visitation plans and other specific characteristics of Client's temporary care with Contractor before the start of the temporary care and shall share additional information when obtained
4. Inform Contractor of expectations regarding the care of the Client to be placed in the home, such as meeting medical needs and special needs including but not limited to psychological needs, separation/loss issues, etc.
5. Inform Contractor if Client has any propensities toward being dangerous to him/herself or others
6. Provide Medi-Cal cards or proof of other medical coverage for Client at the time of temporary care or as soon thereafter as possible.
7. Provide Contractor with written general medical consent authorization for medical treatment.
8. Provide assistance with emergencies as they pertain to Client.

**ARTICLE III**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire \_\_\_\_\_.

**ARTICLE IV**

**Compensation for Services:** For each temporary care slot and associated services and supports, including monthly activities as outlined in Article II, Scope of Services, County agrees to pay Contractor a flat rate of one-thousand dollars (\$1,000.00) per month with the initial payment available upon final execution of this Agreement.

Under no circumstances shall County reimburse Contractor for any provisions, supplies or other items.

**ARTICLE V**

**Maximum Obligation:** The maximum contractual obligation under this Agreement shall not exceed \$2,000 per month for all of the stated services during the term of the Agreement. Maximum annual obligation shall not exceed \$24,000.



#### **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.

#### **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.

#### **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 §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:**

#### **Compliance with Regulations; Consequences of Violations**

Contractor shall adhere to all current licensing requirements, regulations, requirements and directives pertinent and legally required for Contractor to practice its profession. Contractor shall, at its sole expense, keep in effect during the term of this Agreement all required documents, licenses and certifications, including insurance certifications, and shall promptly provide County with copies of all renewals. If any of Contractor's licenses or certifications, including insurance certifications, are revoked this Agreement shall, at County's option and without notice, be automatically terminated effective as of the date such license or certification is revoked.

- 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. **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.
- C. Any violation of this Agreement may result in a formal complaint being filed with the Community Care Licensing Division of the California Department of Social Services (CCLD)
- 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**

##### **Debarment and Suspension Certification:**

By signing this Agreement, and under penalty of perjury, 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, certifies that, he/she:

- A. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- B. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- C. Does not have a proposed debarment pending;
- D. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.
- E. 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;
- F. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the above Paragraph;

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

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

If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal and State Governments, County may immediately terminate this Agreement for cause or default.

**ARTICLE XV**

**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, SUITE B  
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  
360 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

NAME  
ADDRESS  
ADDRESS LINE 2  
ATTN: \_\_\_\_\_

or to such other location as the Contractor directs.

**ARTICLE XVI**

**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 XVII**

**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 XVIII**

**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. Foster Family Home and Small Family Home Insurance Fund (State Fund): The State Fund is a program operated by the State of California. Annual liability coverage for each foster home cannot exceed \$300,000. The State Fund provides liability insurance coverage for foster parents related to incidents in providing foster care services. The Fund's liability coverage is extended to Contractors if they have a licensed Foster Family Home or Small Family Home. This liability insurance covers certain valid claims of bodily or personal injury to foster children that occur during the foster care relationship, during the provision of foster care services, and during the time foster children are in the Contractor's home. The liability insurance provided by the Fund does not cover intentional or criminal acts against foster children. There are additional exclusions that are specified in Health and Safety Code section 1527.3.
- B. Homeowner's or Renter's Insurance: Contractor shall furnish a certificate of homeowner's or renter's liability insurance company acceptable to County of El Dorado Risk Manager as evidence that the insurance required above is being maintained. If homeowner's or renter's insurance is not obtained, liability insurance shall be considered.
- C. Automobile Liability Insurance of not less than \$300,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement. Foster parents are required by law to carry automobile insurance on their own vehicle(s), and they shall never transport a foster child in an uninsured automobile.
- D. Contractor shall furnish a certificate of automobile insurance satisfactory to County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- E. 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.

- F. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and 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.
- G. The certificate of insurance must include a provision stating that the insurer will not cancel the insured's coverage without prior written notice to County.
- H. 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.
- I. 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.
- J. 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.
- K. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- L. 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.
- M. 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 XIX**

**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 XX**

**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 XXI**

**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 XXII**

**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 XXIII**

**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 XXIV**

**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 XXV**

**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 XXVI**

**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 XXVII**

**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 XXVIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Pam Carter, Program Manager, Social Services Division, or successor.



**ARTICLE XXIX**

**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 XXX**

**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 XXXI**

**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 XXXII**

**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.

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**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.

**Requesting Contract Administrator Concurrence:**

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

Pam Carter  
Program Manager  
Health and Human Services Agency

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

**Requesting Department Head Concurrence:**

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

Don Ashton, M.P.A.  
Director  
Health and Human Services Agency

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

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

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Purchasing Agent  
Chief Administrative Office  
"County"

**-- CONTRACTOR --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
\_\_\_\_\_(name)  
"Contractor"