

# ORIGINAL

## AGREEMENT FOR SERVICES #411-S0911

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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 Gibault, Inc., doing business as Gibault Children's Services, an Indiana Corporation, duly qualified to conduct business in the State of Indiana, whose principal place of business is 6301 S. U.S. Highway 41, Terre Haute, IN 47802-0316 (Mailing: P. O. Box 2316); (hereinafter referred to as "Contractor");

### WITNESSETH

**WHEREAS**, County desires and has the duty to provide protection in the form of emergency shelter care and/or foster care placement for children (hereinafter referred to as "Client") whom it 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 and 16500 et seq.; and

**WHEREAS**, Part E of Title IV of the Social Security Act provides Federal funds and California State law (WIC Section 11450) provides State funds for County administered Aid to Families with Dependent Children-Foster Care (AFDC-FC) Program in payment for certain children to live in specified licensed Foster Family Homes or Group Homes (all references to "State" in this Agreement shall mean the State of California unless otherwise specified); and

**WHEREAS**, pursuant to the provisions of WIC Section 11460, the California Department of Social Services (CDSS) is designated to administer a State system that establishes and periodically adjusts program rates for the Aid to Families with Dependent Children-Foster Care program; and

**WHEREAS**, existing County facilities do not have the capacity or the specialized programs to provide the necessary care and protection for children in its charge; and

**WHEREAS**, County finds it impractical to develop and maintain facilities to care for the children in its charge; 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, but to the extent that there is any conflict between the local or State laws of California and Indiana, California law shall govern this Agreement; 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 Section 31000;

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

## **ARTICLE I**

**Scope of Services:** Contractor agrees to furnish the personnel and equipment necessary to provide for the care and supervision of Client pursuant to the provisions of WIC Section 11452 and 11460 et seq. and shall have appropriate resources available to cover the needs of Client. Contractor shall 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. Services shall include, but not be limited, to:

- 1) Furnish Client with room and board, care and supervision, clothing, personal incidentals, recreation, transportation, education, social services, nurturing, care, medical and/or psychological treatment and training to comply with court ordered services or as suited to Client's needs. Donated clothing may supplement but not supplant any clothing allowance provided by the State.
- 2) 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 the basis of race, color, sex, age, religion, political beliefs, national origin or handicap.
- 3) Abide by laws pertaining to confidentiality.
- 4) Follow State requirements related to medical screening, physical examination, medical testing and immunization.
- 5) Develop an understanding of the responsibilities, objectives and requirements of County concerning the care of Client and work with County with regard to Client's case plan objectives.
- 6) Adhere to the case plan objectives included in all treatment plans created by County which reflect the service objectives of the placing authority.
- 7) Encourage the maintenance of the natural parent-child relationship and, whenever possible, include Client's parents in the treatment plans.
- 8) Work toward termination of placement, on a planned basis, with maximum involvement of Contractor's staff, Client, parents and County.
- 9) Never use corporal punishment, deprivation of meals, deprivation of monetary allowance, threat of cancellation of visits from parents, threat of cancellation of home visits, threat of removal or any type of degrading or humiliating punishment as a means of discipline. Such

forms of discipline shall not be tolerated. In all instances, the use of constructive, alternative methods to destructive discipline shall be used.

- 10) Participate in all multidisciplinary team meetings as requested by Client's caseworker.
- 11) Conduct staff review meetings, minimally at quarterly intervals, with regard to Client.
- 12) Submit an initial diagnostic summary on Client to County no later than one (1) calendar month after Client's placement. Summary shall include, but not be limited to:
  - a) Medical and dental needs.
  - b) Psychological/psychiatric evaluations obtained.
  - c) Staffing review summaries.
  - d) Educational assessment.
  - e) Peer adjustment.
  - f) Relationship to staff.
  - g) Involvement in recreation program.
  - h) Behavioral problems.
  - i) Short-term treatment objectives (goals established for the next three [3] months).
  - j) Long-range goals.
  - k) Tasks planned to reach objectives and goals and the staff assigned to perform those tasks.
  - l) Identification of unmet needs.
  - m) Involvement of Client and their parents in the treatment program.
- 13) Maintain medical, dental and educational records for each Client and supply updated information to County.
- 14) Not make any independent agreements with Client's parents or guardians.
- 15) Not release Client to anyone without prior authorization from County.
- 16) Allow representatives of County to visit Client at Contractor's facility at any time.
- 17) Submit on-going written evaluations to County on a quarterly basis, beginning on the date Client was placed. These evaluations shall include, but not be limited to:
  - a) Current status of Client's physical and psychological health.
  - b) Reassessment of Client's adjustment to the home, program, peers, school and staff.
  - c) Progress toward short-term objectives and long-range goals, including tasks which have been performed to reach these objectives and goals.
  - d) Reassessment of unmet needs and efforts made to meet these needs.
  - e) Modification of treatment plans as a result of Multidisciplinary Team (MDT) case consultation, modified treatment plan and/or updated case plan in regard to tasks to be performed.
  - f) Involvement of Client and their parent(s) in treatment programs.
- 18) Immediately notify County duty worker, or appropriate caseworker if available, 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.
- 19) Submit copies of any pertinent information, such as school reports, medical reports and psychological/psychiatric reports in a timely manner to County as completed and as part of the quarterly report.
- 20) Provide County with at least seven (7) calendar days prior notice of intent to discharge Client, unless it is agreed upon in writing by County that less notice is required.
- 21) Provide covered services to Client referred by County in the same manner in which it provides said services to all other individuals receiving similar services from Contractor subject to any limitations contained in Client's treatment plans.

- 22) Immediately notify County if an application is made on behalf of Client for any kind of income. Examples include, but are not limited to child support payments, Veteran's Benefits, Railroad Retirement, Social Security, Retirement, Survivors, Health and Disability Insurance ("RSHDI"), earned income and Supplemental Security Income/State Supplemental Program ("SSI/SSP").
- 23) Remit to County any income received on behalf of Client while in foster care up to the full cost of board and care plus medical cost(s). In addition, cooperate with County and the Social Security Administration, or other appropriate agency, to render County the payee for any funds received on behalf of Client.
- 24) 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 be terminated automatically, without notice, effective as of the date such license or certification is revoked.
- 25) Certify that the following processes are in place:
  - a) Written policies, procedures and standards of conduct which articulate the organization's commitment to comply with all applicable Federal, California and Indiana State standards.
  - b) The designation of a compliance officer and a compliance committee that are accountable to senior management.
  - c) Effective training and education for the compliance officer and the organization's employees and substitute care providers.
  - d) Enforcement of standards through well-publicized disciplinary guidelines.
  - e) Provisions for internal monitoring and auditing.
  - f) Retention of such records as are necessary for audit purposes by State and Federal personnel. The records shall document the type of care and the term during which care is provided for each Client. In addition, medical, educational and progress summary records shall be maintained for each Client in accordance with the appropriate legal requirements.
  - g) Provision for prompt response to detected and/or reported offenses.
  - h) Development of corrective action initiatives relating to the provision of foster care services.
- 26) Recognize that, while County may place children in Contractor's facility, County is under no obligation whatsoever to place any Client in Contractor's facility.
- 27) Arrange for the collection and storage of personal belongings at termination of placement. When Client is discharged, Contractor shall ensure that Client's clothing and personal belongings accompany Client to the next placement. If Client runs away, Contractor shall gather these personal belongings together, alert County that such belongings are at Contractor's facility and, if County does not collect the belongings, store them for up to fourteen (14) days from the date of notification. After 14 days, Contractor shall contact and inform County that the belongings shall be mailed to County at County's expense unless an alternate plan is agreed upon.

County shall:

- 1) Share all available information about Client, including relevant social, medical and educational history, behavior problems, court involvement, parental, sibling and relative visitation plans and other specific characteristics of Client with Contractor before placement and shall share additional information when obtained.
- 2) Inform Contractor of expectations regarding the care of Client, such as meeting medical needs, special psychological needs, separation/loss issues, etc.
- 3) Inform Contractor if Client has any propensities dangerous to self or others.
- 4) Provide Medi-Cal cards or proof of other medical coverage for Client at the time of placement or as soon thereafter as possible.
- 5) Provide clothing allowance for Client as permitted by current State regulations to meet initial clothing needs.
- 6) Provide Contractor with written authorization to obtain medical care for Client.
- 7) Work with Contractor toward development of a treatment plan for Client.
- 8) Contact Client at least once a month. If the case plan indicates less frequent contact, Contractor shall be informed.
- 9) Provide assistance with emergencies as they pertain to Client.
- 10) Assist in the maintenance of Client's constructive relationships with parents and other family members and involve parents in future planning for Client.
- 11) Work with Contractor toward termination of Client's placement with Contractor.

Contractor shall submit written reports within the time limits detailed above to the appropriate caseworker at the address below:

<i>Placerville Caseworker</i>	<i>South Lake Tahoe Caseworker</i>
El Dorado County Dept. of Human Services Attn: Child Protective Services 3057 Briw Ridge Rd. #A Placerville, CA 95667 530/642-7100 (ph) 530/626-7427 (fax)	El Dorado County Dept. of Human Services Attn: Child Protective Services 981 Silver Dollar Ave. South Lake Tahoe, CA 96150 530/573-3201 (ph) 530/541-2803 (fax)

Reports detailed herein are considered a required deliverable. Services shall be considered incomplete until such date as said reports are received and approved in writing by the appropriate Department of Human Services' caseworker and supervisor or program manager. Compensation for services shall not be provided for incomplete services. All required written authorizations for services and subsequent approvals of reports shall be attached to all invoices.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon execution by both parties hereto and shall remain in effect until terminated by either party pursuant to ARTICLE XVII of this Agreement.

### ARTICLE III

**Compensation for Services:** For each Client County shall pay Contractor, with AFDC-FC funds at the current applicable monthly Group Home rate established by the California Department of Social Services (CDSS) Foster Care Funding and Rates Bureau (FCFRB). If Contractor is vendored by a Regional Center, County shall pay at their current applicable rate as established and authorized by the California Department of Developmental Services (CDDS).

County and Contractor agree that payments referenced in this Agreement shall be based upon the current applicable monthly rates as established by California's Department of Social Services Foster Care Funding and Rates Bureau or, when appropriate, as established by the California Department of Developmental Services for Regional Center vendored facilities and transmitted to CDSS. County shall compensate Contractor for the services authorized by County for each Client, as set forth in this Agreement and at Contractor's current California approved Licensing Classification and Rate Level ("RCL") rate, which varies based on the licensing classification of Contractor and the age of the Client at the time services are rendered. These rates are published by CDSS and transmitted to County and Contractor via CDSS All County Letter (ACL) whenever there is a change in the rates. For services provided hereunder, County shall calculate payment for services rendered and issue payments at a rate based on the length, classification and level of services authorized and provided. County agrees to pay Contractor monthly in arrears for services authorized by County and rendered by Contractor. For Foster Care Placement services, County shall transmit said payment in the form of a check within fifteen (15) days following the end of the month in which services were provided. For Emergency Shelter Care services, County shall transmit said payment in the form of a check within thirty (30) days following the end of the month or following the last date said services were provided. County shall transmit payment in the form of a check for any unique, specialized purchases which require prior written authorization from County within forty-five (45) days of receipt of a detailed invoice accompanied by a copy of the purchase receipt and the written authorization from County.

The categories of rates that are established by CDSS or CDDS and that may, based on Contractor's agency classification and/or RCL, be applicable for reimbursement under this Agreement are:

Foster Family Homes (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 and children who require special health care needs and supervision because of such disabilities.

Kinship Guardianship Assistance Payments Program (Kin-GAP): The Kinship Guardianship Assistance Payment Program was established by California Senate Bill 1901 (Chapter 1055, Statutes of 1998) to provide services to those children exiting the juvenile court dependency system on or after January 1, 2000 to live with a relative legal guardian. WIC Section 11364 et seq. establishes that Kin-GAP Program rates are to be paid on behalf of eligible children at an amount equal to 100 percent of the basic rate paid to a licensed or approved FFH.

Foster Family Agency (FFA) Treatment and Nontreatment Program Rates: There are two types of FFA programs, "treatment foster care or therapeutic foster care," and "nontreatment foster care." The California Department of Social Services (CDSS) has statutory responsibility for developing, implementing, and maintaining a rate setting system for FFAs receiving AFDC-FC funds. The FFA treatment rates are established by using the basic rate for the FFH plus a set increment for the special needs of the child, a maximum amount for social work activities, and a percentage for administration, recruitment and training. The FFA nontreatment rates are established by using only the basic rate of the FFH and a specialized care rate when appropriate.

Intensive Treatment Foster Care Programs: WIC Section 18358 et seq. sets the requirements for implementing the Intensive Treatment Foster Care Program (ITFC). Rates for Foster Family Agency programs participating under this Section shall be exempt from the current AFDC-FC Foster Family Agency rate-setting system. Rates for Foster Family Agency programs participating under this Section shall be set according to the appropriate service and rate level based on the level of services provided to the eligible child and the certified foster family. For an eligible child placed from a Group Home program, the service and rate level shall not exceed the rate paid for Group Home placement. For an eligible child assessed by the County interagency review team as at imminent risk of Group Home placement or psychiatric hospitalization, the appropriate service and rate level for the child shall be determined by the interagency review team at time of placement.

Special Care Increments: WIC Section 11461(e)(1) defines "specialized care increment" as a AFDC-FC approved amount paid with State participation on behalf of an AFDC-FC Client requiring specialized care to licensed or approved family home with a capacity of six (6) or less or in an approved home of a relative or non-related legal guardian in addition to the basic rate.

Adoption Assistance Program: WIC Sections 16115, 16118, 16119 and 16120 et seq. establishes the criteria necessary for determining a child's Adoption Assistance Program eligibility status and for the provision of financial aid. It directs County to directly reimburse eligible individuals for reasonable nonrecurring expenses, as defined by CDSS, that are incurred as a result of the adoption of a Client eligible for the Adoption Assistance Program and instructs County to seek reimbursement for said costs from State.

Clothing Allowance: WIC Sections 11460 and 11461 et seq. and the California 2001-02 Budget Act defines annual and initial clothing allowances as the amount paid by each County with State participation in addition to the AFDC-FC basic rate for the provision of clothing for an AFDC-FC child. This includes disposable diapers for infants and for children who use disposable diapers as undergarments. The State supplemental clothing allowance does not supplant the regular County clothing allowance.

Group Home (GH): Group Home, as defined in CCL regulations, refers to a residential facility of any capacity that provides 24-hour non-medical care and supervision to children in a structured environment with the services provided at least in part by staff employed by the licensee. It does not include health facilities and clinics, county-operated juvenile halls, homeless shelters, or residential schools whose only function is education. Although a Group Home may be licensed to care for fewer than six (6) children, the vast majority of Group Homes

are licensed for six or more children.

Annual and Initial Clothing Allowance: WIC Section 11461 et seq. defines Annual and Initial Clothing Allowances as the amount paid by each County with State participation in addition to the AFDC-FC basic rate for the provision of clothing for an AFDC-FC child, including, but not limited to, an initial supply of clothing and school or other uniforms.

Infant Supplement: California Senate Bill 510 (Chapter 1066, Statutes of 1988) implements the Omnibus Budget Reconciliation Act (OBRA) of 1987 which amended sections of the Social Security Act which requires the aid payment for a minor parent who receives AFDC-FC to also include an amount for the care of the minor parent's child living with the parent in placement. CDSS Operations Manual, Division 11, Section 11-415.1 addresses the administrative standards for eligibility and assistance programs regulations for AFDC-FC program rates and states, "The infant supplement paid shall be a uniform amount to cover the cost of care and supervision of a child in addition to the rate that would otherwise be paid for the minor parent's placement." Authorities cited are Sections 10553 and 10554, California Welfare and Institutions Code. Reference: Sections 11465 and 11468, California Welfare and Institutions Code. Children who are in receipt of Kin-GAP benefits are also entitled to receive the infant supplement.

Contractor and its substitute care providers shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. All substitute care providers shall be appropriately licensed and certified as required by the State. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written approval.

Contractor and its substitute care providers shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor subsequent to termination of this Agreement. 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. Contractor shall not charge or receive fees or payments from any Client or their family or guardian for children referred to Contractor pursuant to this Agreement who are not actually placed. Should Contractor receive any such payment, Contractor shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the termination of this Agreement. Notwithstanding the foregoing, if County does not remove Client from Contractor's Group Home facility following termination of this Agreement, County shall continue to pay based upon the Group Home's RCL rate. If County does not remove Client from Contractor's Certified Family Home following termination of this Agreement, County shall continue to pay for Client's residence based upon the current applicable monthly home rate(s) established by the California Department of Social Services, Foster Care Funding and Rates Bureau.



Contractor shall maintain a Foster Care Funding and Rates Bureau (FCFRB) home rate(s) or, for a Contractor vendored by a Regional Center, authorization for payment of the Regional Center rate with AFDC-FC funds throughout the term of the Agreement.

Expenditures made by Contractor in the provision of services under this Agreement shall be in compliance and in conformity with the United States Office of Management and Budget (OMB) Circular, A-122. Contractor is responsible for obtaining the most recent version of this Circular which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>

Charges for placements lasting less than a full month shall be prorated. Payment shall commence the day Client is placed with Contractor and terminate the day before Client is removed. When Contractor agrees to hold a bed open for Client, Contractor shall document County's agreement to pay for the open bed in Client's record and shall request a written faxed confirmation from County. County shall not pay for an open bed for a period in excess of seven (7) days.

Should Contractor, after having Client admitted to a psychiatric facility, unilaterally decide not to take Client back, all payments made to Contractor to keep the space available for that Client shall be returned immediately to County by Contractor, unless otherwise agreed to by County and Contractor in writing.

Emergency Shelter Care Rates: The term "emergency shelter care" refers to placements made with little or no advance notice pending court-ordered placement of Client. Emergency shelter care rates shall be pro-rated based on the current applicable monthly home rate(s) established by the California Department of Social Services, Foster Care Funding and Rates Bureau.

Reimbursement for Unique, Specialized Purchases: Purchases necessary to meet unique, specialized requirements that are specific to an individual Client and are critical to their safety and/or well-being shall be reviewed and authorized on a case-by-case basis by the County. All such unique, specialized purchases must be specifically pre-approved in writing by El Dorado County's Department of Human Services Director, Assistant Director, Chief Financial Officer or Child Protective Services Program Manager. Under no circumstances shall County reimburse Contractor, or their duly licensed certified substitute care provider, for any provisions, supplies or other items that have not been pre-approved in writing. Contractor shall submit, within thirty (30 days) following the month in which purchase was made, a detailed invoice accompanied by a copy of the purchase receipt(s) and the written authorization from County.

Any correspondence or inquiries relative to payments under this Agreement shall be in writing and shall be addressed to:

<p><b><i>West Slope and All Other Non-East Slope Contractors</i></b></p> <p>El Dorado County Department of Human Services Attn: Accounting Unit 3057 Briw Road Placerville, CA 95667</p>
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The maximum compensation payable under this Agreement shall not exceed \$250,000 during any fiscal year, which shall be defined as the period commencing July 1 of each calendar year and ending June 30 of the following calendar year.

#### **ARTICLE IV**

**Foster Youth Personal Rights.** Contractor shall ensure that the personal rights of Client comply with WIC Section 16001.9, which articulates the rights of children in foster care. Any restrictions on the rights of any Client must be pre-approved in writing by County on a case-by-case basis as specified in ARTICLE I-Scope of Services. Client rights also include, but are not limited, to:

- 1) The right to be treated with respect.
  - a) The facility shall ensure that Client and their authorized representative(s) are offered the opportunity to participate in the development of the Client's case plan.
  - b) The facility shall ensure that privacy rights of Client are respected. Individual privacy shall be provided in all toilet, bath, shower and dressing areas.
  - c) Staff shall treat Client with respect and shall be prohibited from humiliating, intimidating, ridiculing, coercing or threatening Client.
  - d) Access to bathrooms shall not be unreasonably limited during waking or sleeping hours.
  - e) Client shall have the right to be free to attend religious services and activities of their choice and to have visits from the spiritual advisor of their choice. Attendance at religious services, in or out of the facility, shall be on a completely voluntary basis.
  - f) Client shall have the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by Client's case plan; do not infringe upon the rights of other Clients; do not disrupt planned activities; are not prohibited by court order or by Client's authorized representative(s).
  - g) To have fair and equal access to all available services, placement, care, treatment and benefits and to not be subjected to discrimination or harassment on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability or HIV status.
- 2) The right to adequate living conditions.
  - a) The home must meet licensing standards.
  - b) Client shall have the right to privacy in their own rooms and shall not be prohibited from closing the doors to their rooms absent specific concerns for the safety of Client.
  - c) Client shall be allowed to possess and use their own toilet articles.
  - d) Client shall have access to individual storage space for their private use.
  - e) Client shall possess and use their own personal items unless prohibited as part of a discipline program.
  - f) Client shall be provided with adequate food, including between meal nourishment or snacks.
  - g) Clients who require special diets including vegetarian diets, religious diets or diets based on health needs shall be provided with appropriate food.
  - h) Client shall not be required to perform chores which are beyond the scope of expectations as outlined in the house rules or discipline information reviewed at placement by County and Client except on a voluntary basis and for compensation.

- 3) The right to adequate medical, dental and psychiatric care.
  - a) Non-medical staff shall not make medical decisions about the severity of an illness or injury or screen Client requests for medical attention without consultation with a licensed physician, nurse or a trained health practitioner.
  - b) Psychotropic medications shall not be administered without court order and compliance with court policy for administration of psychotropic medications.
  - c) Facility staff shall respect the confidentiality of Client's medical or psychiatric treatment. Information about this treatment shall not be generally available to staff.
  - d) Client has the right to a second opinion if requested before being required to undergo intrusive medical, dental or psychiatric procedures provided there is a resource for payment such as private insurance coverage for Client, Medi-Cal authorization, etc.
  - e) Client has the right to contact their County Social Worker regarding receiving or rejecting medical care or health related services.
- 4) The right to fair treatment in administering rewards and punishments.
  - a) The facility shall develop, maintain and implement written facility discipline policies and procedures meeting the requirements specified below:
    - (1) Staff, Client and authorized representatives shall receive copies of such policies and procedures and copies of such policies and procedures shall be maintained in Client's record.
    - (2) Any form of discipline that violates Client's personal rights shall be prohibited.
    - (3) New Client should not always/automatically start on the lowest level of the incentives system.
    - (4) Client's level of assignment and privileges shall be consistent with the case plan/case plan update/court order(s).
    - (5) Client shall not be punished for being new and/or being moved.
    - (6) Client shall have a right to appeal disciplinary actions that result in a loss of privileges. This appeal includes a right to notice of an alleged infraction and the intended punishment, as well as a decision by a third party, using the grievance procedure as described by the foster caregiver in the orientation to placement.
    - (7) Client have a right to file a complaint with the facility or their agency representative.
- 5) The right to contact with family members, County Social Workers, Attorneys, Court Appointed Special Advocates and other designated adult supporters.
  - a) Client shall have access to telephones in order to make and receive confidential calls, provided that such calls are not prohibited by Client's case plan; are not prohibited as a form of discipline; do not infringe upon the rights of other Clients; do not restrict availability of the telephone during emergencies and are not prohibited by court order or by Client's authorized representative(s).
  - b) Calls to Client's authorized representative or placement authority or family members included in the service plan shall not be prohibited as a form of discipline.
  - c) Client shall send and receive unopened correspondence, including court reports, unless prohibited by court order or by Client's authorized representative(s).
  - d) The facility shall promptly and completely answer communications to the facility from Client's relatives and/or authorized representative(s).
  - e) Level systems shall not restrict personal rights as defined in California Code of Regulations Title 22, Section 84072. These include the right to approved visitors;

- telephone calls to parents or relatives included in the case plan, County Social Workers, Court Appointed Special Advocates or attorneys; access to correspondence and access to medical care.
- 6) The right to education and community involvement.
    - a) Client shall have the right to attend public school unless otherwise specified in their case plan.
    - b) Client shall have the right to participate in extracurricular activities in accordance with the case plan. The facility shall provide transportation necessary to participate in these activities to the extent possible and agreed upon. The facility shall make it possible for Client to attend church and community activities.
    - c) At 16 years of age or older, Client shall have access to existing information regarding the educational options available including, but not limited to, the coursework necessary for vocational and postsecondary educational programs and information regarding financial aid for postsecondary education.
      - i) Nothing in this section shall be interpreted to require a foster care provider to take any action that would impair the health and safety of Clients in out-of-home placement.
      - ii) The State Department of Social Services and each county welfare department are encouraged to work with the Student Aid Commission, the University of California, the California State University and the California Community Colleges to receive information pursuant to paragraph (23) of subdivision (a) of WIC Section 16001.9.
  - 7) The right to work and develop job skills.
    - a) Client shall be allowed to participate in education, employment and Independent Living Program ("ILP") services. Access to these services shall not be withheld.
    - b) Transportation arrangements for Clients who do not have independent arrangements shall be made.
    - c) The facility shall assist each Client age 16 or over to develop vocational skills and obtain documents necessary for employment. This may also include providing assistance in job training.
    - d) The facility shall support each Client who desires to obtain and maintain employment by providing transportation, assisting in purchasing uniforms and providing other forms of support to the fullest extent possible and agreed upon.
  - 8) The right to social contacts.
    - a) Client shall have the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by Client's case plan; do not infringe upon the rights of other Clients; do not disrupt planned activities and are not prohibited by court order or by Client's authorized representative(s).
    - b) Client shall have access to a telephone in order to make and receive confidential calls, provided that such calls are not prohibited by Client's case plan; are not permitted as a form of discipline; do not infringe upon the rights of other Client; do not restrict availability of the telephone during emergencies and are not prohibited by court order or by Client's authorized representative(s).
    - c) Client shall send and receive unopened correspondence unless prohibited by court order or by Client's authorized representative(s).
  - 9) The right to adequate clothing.
    - a) Client shall receive their clothing allowance when issued and shall possess their own clothes.

10) The right to a reasonable allowance.

- a) Client shall be provided an allowance no less frequently than once per month unless regulatory exception criteria are met.
- b) Client shall possess and use their own cash resources.
- c) Client allowances may not be withheld unless regulatory criteria are met. Any amount of Client allowance that is withheld as a form of discipline must meet the requirements of regulatory criteria including, but not limited to, WIC Section 16001.9, including the requirements that the fines shall be used for the benefit of the individual Client or all Clients in placement, separate accounting, etc. The circumstances under which fines are to be imposed shall be specified in writing. Allowances may not be withheld because Client is working.
- d) Client's cash resources, including allowances, shall not be used for any basic services specified in the regulations such as toilet articles or basic clothing needs.

#### **ARTICLE V**

**Confidentiality:** Contractor shall protect from unauthorized disclosure names and other identifying information concerning person(s) receiving service(s) pursuant to this Agreement, except for statistical information not identifying any person(s). Contractor shall not use such information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall promptly transmit to County all requests for disclosure of such information not originating from the person(s). Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person(s), any such information to anyone other than County, except pursuant to a court order. For the purpose of this paragraph identity shall include, but not be limited to, name, identifying number, symbol or other identifying particular assigned to the person(s), such as fingerprint, voiceprint or photograph. If Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI") from County or creates or receives any PHI on behalf of County, Contractor shall maintain the security and confidentiality of such PHI as required of County by applicable laws and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and the regulations promulgated thereunder.

#### **ARTICLE VI**

**Medi-Cal Screening:** Contractor shall screen 100% of referred Clients for State Medi-Cal eligibility. The screening shall include, but not be limited, to:

1. Verifying that the Medi-Cal beneficiary is eligible to receive Medi-Cal services at the time Client is referred for service;
2. Verifying El Dorado County as the responsible County;
3. Assessing for valid full Medi-Cal scope aid codes;
4. Monthly verification of Client eligibility during the time the services are provided to Client.

#### **ARTICLE VII**

**Criminal Record Clearances/Megan's Law:** The California Health and Safety Code requires a background check of all applicants, licensees, adult residents, volunteers under certain conditions

and of all employees of community care facilities who have contact with Clients. If the California Department of Social Services finds that an individual has been convicted of a crime other than a minor traffic violation, the individual cannot work or be present in any community care facility unless they receive a criminal record exemption from the Community Care Licensing Division, Caregiver Background Check Bureau (CBCB). Simply defined, an exemption is a Department authorized written document that "exempts" the individual from the requirement of having a criminal record clearance. CBCB also examines arrest records to determine if there is a possible danger to Clients (Health & Safety Code Sections 1522, 1568.08, 1569.17, and 1596.871).

With the implementation of Megan's Law in 1996, a convicted, registered sex offender is classified as a "high-risk" sex offender, a "serious" sex offender or as an "other" sex offender, as defined by California Penal Code Section 290 et seq. Sex offender registrants whose sex crime was against a victim under age 16 are prohibited by law from working, as an employee or volunteer, with minors if the registrant would be working with minors directly and in an unaccompanied setting on more than incidental or occasional basis or would have supervisory or disciplinary power over the child. If the registrant's crime was not against a victim under age 16, the registrant must notify the employer or volunteer organization of his status as a registrant. Failure to comply with this law is a misdemeanor offense. (California Penal Code Section 290.95.). Additionally, every person who has ever been adjudicated a sexually violent predator, as defined in Section 6600 of the Welfare and Institutions Code, shall, after his or her release from custody, verify his or her address no less than once every 90 days and place of employment, including the name and address of the employer, in a manner established by the Department of Justice.

Contractor shall remain in compliance with all laws and Community Care Licensing requirements relating to Megan's Law while this Agreement is in effect.

#### **ARTICLE VIII**

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

#### **ARTICLE IX**

**Conflict of Interest:** 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 Agreement and shall not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement.

#### **ARTICLE X**

**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 (42USC12101 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 County.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety and 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.

#### **ARTICLE XI**

**Access to Records:** County 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 County which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts and transcriptions.

#### **ARTICLE XII**

**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 XIII**

**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 XIV**

**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 XV**

**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 competent 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 XVI**

**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 shall 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 that 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 County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE XVII**

##### **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 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 shall 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 XVIII**

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

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

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

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: BONNIE H. RICH, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

GIBAULT CHILDREN'S SERVICES  
P. O. BOX 2316  
TERRE HAUTE, IN 47802-0316  
ATTN: JAMES M. SINCLAIR, PRESIDENT/CEO

or to such other location as the Contractor directs with a copy to:

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: BONNIE H. RICH, PURCHASING AGENT

#### **ARTICLE XIX**

**Indemnity:** Contractor shall defend, indemnify and hold County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s) and employee(s) of any of these, except for the sole or active negligence of 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 XX**

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

- A. Full Workers' Compensation and Employers' 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.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by County in the performance of the Agreement.
- D. In the event Contractor is a licensed professional and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance shall 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. 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 the term of the Agreement or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event County fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. County's insurance coverage shall be primary insurance as respects County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees or volunteers shall be excess of County's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or County 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 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 the protection of County.

## ARTICLE XXI

**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 XXII**

**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 XXIII**

**Nonresident Withholding (Form 588):** All independent Contractors providing services to County who are not California residents must file a State of California Form 588, certifying County's exemption from withholding where applicable; where not applicable, Contractor will indemnify and hold County harmless for any action taken by the California Franchise Tax Board. Contractor shall be required to submit a Form 588 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to Contractor during term of the Agreement where applicable. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XXIV**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or corporations providing services to 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**

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

#### **ARTICLE XXVII**

**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 XXVIII**

**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 shall continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXIX**

**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 XXX**

**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: *DeAnn Osborn* Dated: *Nov. 24, 2008*  
DeAnn Osborn, Staff Services Analyst  
Department of Human Services

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: *Doug Nowka* Dated: *11/24/08*  
Doug Nowka, Director  
Department of Human Services

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

-- COUNTY OF EL DORADO --

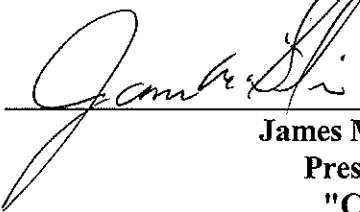
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Bonnie H. Rich, Purchasing Agent  
Chief Administrative Office  
"County"

-- CONTRACTOR --

Dated: 12-11-08

GIBAULT, INC.  
DBA GIBAULT CHILDREN'S SERVICES  
AN INDIANA NONPROFIT CORPORATION

By:   
James M. Sinclair,  
President/CEO  
"Contractor"

By:   
Corporate Secretary

Dated: 11 Dec 08