



EL DORADO COUNTY  
DEPARTMENT OF HUMAN SERVICES  
John Litwinovich  
Director

October 12, 2006

El Dorado County Board of Supervisors  
330 Fair Lane  
Placerville, California 95667

Members of the Board:

**Title:** Agreement for Services #327-S0711 with Alpine County, Retroactive to and Effective October 13, 2006

**Recommendations:**

Human Services, Social Services Division, recommends the Board approve and authorize the Chairman to sign Agreement for Services #327-S0711 with Alpine County to establish a collaborative relationship for El Dorado County Human Services staff to handle child protective services on an "as requested" basis in the event that Alpine County requests assistance, with a maximum compensation to El Dorado County not to exceed \$10,000 during the term October 13, 2006 through October 13, 2007.

**Reasons for Recommendations:**

Historically, due to the relatively low population and limited resources in Alpine County, El Dorado County has entered into cooperative agreements to provide various services to Alpine County residents. El Dorado County has been advised that Alpine County will be without Child Protective Services staff during the period October 13, 2006 through October 20, 2006. Alpine County has requested development of a cooperative agreement to enable Alpine County law enforcement and other appropriate agencies to contact El Dorado County Human Services staff to handle child protective services for Alpine County and to ensure the health and safety of Alpine County children. Agreement #327-S0711 will be effective retroactive to October 13, 2006 and will remain in effective for a period of one year to cover potential future situations wherein Alpine County may not be staffed to handle child protective services issues. The Director of Human Services is designated Contract Administrator and will approve provision of services under this Agreement. County Counsel and Risk Management have approved this Agreement. A copy of the Agreement is on file with the Board Clerk.

**Fiscal Impact:** Should Alpine County request assistance with Child Protective Services, Alpine County will reimburse El Dorado County for all services rendered at the hourly rate of \$72.00, which would cover costs associated with provision of said services.

**Net County Cost:** No change.

**Action to be Taken Following Approval:**

Board Clerk to provide Procurement and Contracts with one copy and Human Services, Social Services Division, with two copies of Agreement for Services #327-S0711 signed by the Chairman.

Sincerely,

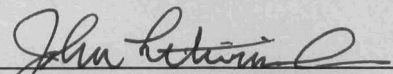
John Litwinovich  
Director of Human Services

# SHEET

Date Prepared: 10/12/06

Need Date: 10/12/06 RUSH

**PROCESSING DEPARTMENT:**

Department: Human Services  
Social Services Division  
Dept. Contact: DeAnn Schott  
Phone #: 7268  
Department  
Head Signature:   
John Litwinovich, Director


**CONTRACTOR:**

Name: Alpine County  
Health & Human Svcs. Agency  
Address: 75-A Diamond Valley Road  
Markleeville, CA 96120  
Phone: (530) 694-2235

**CONTRACTING DEPARTMENT:** Human Services, Social Services Division

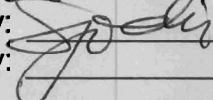
Service Requested: EDC DHS to handle CPS services "as requested" by Alpine County  
Contract Term: 1 year 10/13/06 - 10/13/07 Contract Value: \$10,000  
Compliance with Human Resources requirements? Yes:            No:             
Compliance verified by:           

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)

Approved:  Disapproved:            Date: 10/12/06 By:   
Approved:            Disapproved:            Date:            By:           

EL DORADO COUNTY COUNSEL  
12 PM 10/12/06

**RISK MANAGEMENT:** (All contracts and MOU's except boilerplate grant funding agreements)

Approved:  Disapproved:            Date: 10-12-06 By:   
Approved:            Disapproved:            Date:            By:           

**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract).

Departments:             
Approved:            Disapproved:            Date:            By:             
Approved:            Disapproved:            Date:            By:

AGREEMENT FOR SERVICES #327-S0711

---

---

**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 “El Dorado”) and Alpine County, a political subdivision of the State of California (hereinafter referred to as “Alpine”);

**RECITALS**

**WHEREAS**, El Dorado and Alpine desire to establish a collaborative relationship to handle child protective services on an “as requested” basis in the event that Alpine County requests assistance; 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

**NOW, THEREFORE**, El Dorado and Alpine mutually agree as follows:

## **ARTICLE I**

**Scope of Services:** The parties hereto agree to perform in accordance with Exhibit "A", marked "Mutual Responsibilities", incorporated herein and made by reference a part hereof, for the initial period of Thursday at 5:00 p.m., October 12, 2006 through Friday, October 20, 2006. Thereafter, El Dorado, through the Director of Human Services, and Alpine, through its authorized representative, may, in advance of performing services, mutually agree in writing to extend services for a defined period of time during the term of this Agreement, under the terms and conditions set forth herein.

## **ARTICLE II**

**Term:** This Agreement shall become effective Friday, October 13, 2006 and shall expire one (1) year from date thereof.

## **ARTICLE III**

**Compensation for Services:** Alpine will reimburse El Dorado for all services rendered, at the hourly rate of \$72.00, exclusive of costs and expenses as provided herein. Alpine will pay El Dorado monthly in arrears. Payment shall be made within thirty (30) days following Alpine's receipt and approval of itemized invoices detailing services rendered.

El Dorado shall submit invoices no later than forty five (45) days following the end of any month in which services are provided. Invoices shall include the following information:

Name of Client  
Description of Service Provided  
Dates of Service  
Remittance Address and Telephone Number

The total amount of this Agreement shall not exceed \$10,000.00.

## **ARTICLE IV**

**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 V**

### **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.

- B. **Ceasing Performance:** Either party may terminate this Agreement in the event the other party ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- C. **Termination or Cancellation without Cause:** Either party may terminate this Agreement in whole or in part seven (7) calendar days upon written notice to the other party for any reason. If such prior termination is effected, the noticing party will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to the other party, and for such other services, which the noticing party may agree to in writing as necessary for contract resolution. In no event, however, shall the noticing party be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, the receiving party 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 VI**

**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 El Dorado shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO  
DEPARTMENT OF HUMAN SERVICES  
3057 BRIW ROAD  
PLACERVILLE, CA 95667  
ATTN: JOHN LITWINOVICH, DIRECTOR

or to such other location as El Dorado directs.

Notices to Alpine shall be addressed as follows:

COUNTY OF ALPINE  
ADMINISTRATION  
ASSISTANT TO THE BOARD  
P.O. BOX 387  
MARKLEEVILLE, CA 96120

or to such other location as Alpine directs.

## **ARTICLE VII**

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

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

## **ARTICLE VIII**

**Interest of Public Official:** No official or employee of El Dorado/Alpine who exercises any functions or responsibilities in review or approval of services to be provided by Alpine/El Dorado 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 El Dorado/Alpine have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## **ARTICLE IX**

**Administrator:** El Dorado County Officer or employee with responsibility for administering this Agreement is John Litwinovich, Human Services Director, or successor.

Alpine County employee with responsibility for administering this agreement is Judy Molnar, the Assistant to the Board, or other Board designee.

## **ARTICLE X**

**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 XI**

**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 XII**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to litigation, mediation or arbitration, shall be brought in Alpine County and shall be resolved in accordance with the laws, of the State of California. El Dorado County waives any removal rights it might have under Code of Civil Procedure Section 394.

## **ARTICLE XIII**

**Confidentiality:** The parties hereto shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The parties shall not use such information for any purpose other than carrying out their obligations under this Agreement. All requests for disclosure of such information not emanating from the client shall be promptly transmitted to the other party. A party shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such information to anyone other than the other party, except when subpoenaed by a court. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finder or voice print or a photograph. If a party receives any individually identifiable health information ("Protected Health Information" or "PHI") or creates or receives any PHI on behalf of the other party, the party shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder

## **ARTICLE XIV**

**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 Department Concurrence:**

**By:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**John Litwinovich, Director  
Human Services Department  
El Dorado County**

**Requesting Department Concurrence:**

**By:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Judy Molnar, Assistant to the Board  
Alpine County**



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first below written.

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

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

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

**Chairman  
Board of Supervisors  
"County"**

**ATTEST:  
Cindy Keck  
Clerk of the Board of Supervisors**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Deputy Clerk**

**-- COUNTY OF ALPINE --**

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

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

**Chairman  
Board of Supervisors  
"Alpine"**

**Approved as to form:  
Office of Alpine County Counsel**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

# EXHIBIT "A"

## Mutual Responsibilities

### A. Receiving and Processing the Initial Telephone Contact

1. Alpine County's staff, upon identifying a potential Child Protective Services ("CPS") situation, will immediately notify Alpine County's law enforcement authorities.
2. Alpine County law enforcement authorities will contact a designated CPS supervisor and/or CPS program manager from El Dorado County to inform them of a report of suspected child abuse.
3. El Dorado County will assess the situation and determine the appropriate type of response.

### Processing the Referral

1. A supervisor in El Dorado County will assign the referral to social worker or supervisor. The social worker will follow State mandated protocol in providing services.
2. Written support documents may be faxed or mailed, but all involved parties must protect the privacy of the person being investigated.
  - a. If documents are faxed, the sending county shall alert the receiving supervisor of the incoming fax and indicate "Confidential" on the cover sheet. The receiving supervisor shall arrange to have the faxed documents picked up as soon as possible and delivered to a secure area.
  - b. If documents are mailed, the sending county shall indicate "Confidential" on the envelope and address it to the supervisor that initiated the referral. The receiving supervisor shall ensure that only he/she opens the envelope.
3. Once the investigation has been completed, a copy of the investigation and disposition will be sent to the Alpine County Counsel's office.
4. El Dorado County will, as requested and necessary, file dependency petition and all subsequent court documents in the Alpine County Superior Court.
5. Alpine County is responsible for payment for services, county share, placement, and service-connected costs.
6. Alpine County will provide El Dorado County, as needed, with a current list of contracted vendors including foster homes and other services.

C. After-Hours Referrals

1. If a CPS referral situation arises during the after-hours time frame (5:00 p.m. to 8:00 a.m., Monday through Friday, and anytime on weekends and holidays), any immediate response issues will be cross-reported to the appropriate law enforcement agency within Alpine County.

D. Eligibility Responsibilities

1. Eligibility benefits for any children detained by El Dorado County on behalf of Alpine County will be the sole responsibility of Alpine County.
2. El Dorado County will forward all placement paperwork and any eligibility information they may have to Alpine County.
3. The El Dorado County Social Worker shall notify Alpine County of any children detained on behalf of Alpine County that are placed in foster care. El Dorado County Social Worker and Alpine County staff will work together to complete all paperwork to begin payment.
4. El Dorado County will bill Alpine County as it relates to claiming procedures.

E. Cases Requiring Ongoing Services

If it is determined that Juvenile Court action is required, all court proceedings will be held in Alpine County. Where the detaining social worker is employed by El Dorado County at the time of the scheduled appearance, El Dorado County will make available the detaining social worker to appear in court proceedings in Alpine County.

# EXHIBIT “A”

## Mutual Responsibilities

- A. Receiving and Processing the Initial Telephone Contact
  - 1. Alpine County’s staff, upon identifying a potential Child Protective Services (“CPS”) situation, will immediately notify Alpine County’s law enforcement authorities.
  - 2. Alpine County law enforcement authorities will contact a designated CPS supervisor and/or CPS program manager from El Dorado County to inform them of a report of suspected child abuse.
  - 3. El Dorado County will assess the situation and determine the appropriate type of response.
- B. Processing the Referral
  - 1. A supervisor in El Dorado County will assign the referral to social worker or supervisor. The social worker will follow State mandated protocol in providing services.
  - 2. Written support documents may be faxed or mailed, but all involved parties must protect the privacy of the person being investigated.
    - a. If documents are faxed, the sending county shall alert the receiving supervisor of the incoming fax and indicate “Confidential” on the cover sheet. The receiving supervisor shall arrange to have the faxed documents picked up as soon as possible and delivered to a secure area.
    - b. If documents are mailed, the sending county shall indicate “Confidential” on the envelope and address it to the supervisor that initiated the referral. The receiving supervisor shall ensure that only he/she opens the envelope.
  - 3. Once the investigation has been completed, a copy of the investigation and disposition will be sent to the Alpine County Counsel’s office.
  - 4. El Dorado County will, as requested and necessary, file dependency petition and all subsequent court documents in the Alpine County Superior Court.
  - 5. Alpine County is responsible for payment for services, county share, placement, and service-connected costs.
  - 6. Alpine County will provide El Dorado County, as needed, with a current list of contracted vendors including foster homes and other services.

**C. After-Hours Referrals**

1. If a CPS referral situation arises during the after-hours time frame (5:00 p.m. to 8:00 a.m., Monday through Friday, and anytime on weekends and holidays), any immediate response issues will be cross-reported to the appropriate law enforcement agency within Alpine County.

**D. Eligibility Responsibilities**

1. Eligibility benefits for any children detained by El Dorado County on behalf of Alpine County will be the sole responsibility of Alpine County.
2. El Dorado County will forward all placement paperwork and any eligibility information they may have to Alpine County.
3. The El Dorado County Social Worker shall notify Alpine County of any children detained on behalf of Alpine County that are placed in foster care. El Dorado County Social Worker and Alpine County staff will work together to complete all paperwork to begin payment.
4. El Dorado County will bill Alpine County as it relates to claiming procedures.

**E. Cases Requiring Ongoing Services**

If it is determined that Juvenile Court action is required, all court proceedings will be held in Alpine County. Where the detaining social worker is employed by El Dorado County at the time of the scheduled appearance, El Dorado County will make available the detaining social worker to appear in court proceedings in Alpine County.