



RESOLUTION NO. 059-2017

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

Respite Care Services

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

WHEREAS, the Health and Human Services Agency administers the County of El Dorado's Child Welfare Services Program; and

WHEREAS, respite care is defined as short-term care services, provided by approved resource family and/or licensed foster home ("Contractor"), which allows a resting period for family caregivers seeking to reduce parental stress; and

WHEREAS, respite care provides a healthy separation between a child and parent or legal guardian at times when parents/legal guardians may be experiencing high stress, which may place the child at increased risk of maltreatment; and

WHEREAS, respite care strengthens families by helping to maintain a balance between the caregiver and child, and enhances the protective factors for parental resilience; and

WHEREAS, the Health and Human Services Agency, working with County Counsel and Risk Management, has developed the attached "Respite Care Agreement" boilerplate; and

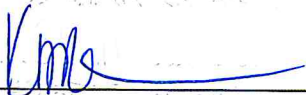
WHEREAS, the boilerplate agreement defines the roles and responsibilities of Health and Human Services Agency and the Contractor in providing Respite Care services; and

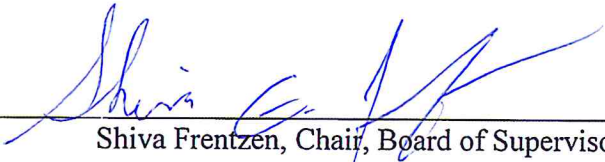
NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of El Dorado hereby authorizes the Director of the Health and Human Services Agency, or designee, to execute future Respite Care boilerplate agreements using the "Respite Care Agreement" boilerplate attached hereto as Exhibit A.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 11th day of April, 2017, by the following vote of said Board:

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

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

By: 
Deputy Clerk


Shiva Frentzen, Chair, Board of Supervisors

COUNTY OF EL DORADO

HEALTH & HUMAN SERVICES

Patricia Charles-Heathers, Ph.D.
Director



ORIGINAL

Agreement Number: _____

COUNTY OF EL DORADO
Respite Care Agreement

This document constitutes an agreement between County of El Dorado Health and Human Services Agency (HHS), Child Welfare Services (hereinafter referred to as “CWS” or “County”), and

Name

Physical/Mailing Address

Contact Person

Telephone, including area code

(hereinafter referred to as “Contractor”) for the provision of respite services. Said respite services are to be used as a child abuse and neglect prevention strategy, and are intended for child(ren) and their families who are in danger of child abuse or neglect; have experienced child abuse or neglect; or have disabilities or chronic or terminal illnesses; and are seeking support.

This Agreement (Agreement) contains terms and conditions. No alteration or variation of the terms of this Agreement shall be valid and/or binding unless made in writing and properly executed by the parties incorporated herein.

A. Scope of Services:

County Responsibilities:

1. At the family’s request, County shall refer child(ren) to Contractor for the provision of respite services and County shall issue a written authorization that shall include the anticipated length of respite time requested and any specific conditions regarding the respite placement. County shall have the sole discretion regarding respite placement and term of respite placement.
 - a. Respite services are intended to provide temporary care periods not to exceed 72 hours, but may be extended up to 14 days in any one month, pursuant to Welfare and Institutions Code (WIC) 16501(b).
2. County shall facilitate all services, including visitation and telephone contact arrangement between Contractor and the child(ren)’s parent or legal guardian.
3. County shall visit, as necessary, to encourage and facilitate appropriate adjustment of the child(ren) with the respite placement.

4. Crisis Intervention: County maintains a 24-hour Crisis Emergency Hotline. Although this hotline is reserved for reporting incidents of child abuse and neglect, the After Hours social worker can be reached by telephoning:

24-Hour Crisis Telephone Line
530/642-7100 (Placerville)
530/573-3201 (South Lake Tahoe)

For all other emergencies, including mental health or psychiatric emergencies, Contractor shall call 911.

5. The County officer or employee with responsibility for administering this Agreement is Kathy Brook-Johnson, Program Manager, or successor.

Contractor Responsibilities: Contractor shall:

1. Contractor shall provide respite services for a brief, specified time period, by offering clean and safe room and board accommodations, transportation, and other services as requested by County. Accommodations shall include but are not limited to bedroom space, a bathroom, and living areas.
2. Contractor shall be licensed and in good standing with licensing agency(ies).
3. 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."
4. Contractor shall not unlawfully discriminate, harass, or allow harassment against any child, parent, legal guardian because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status and denial of family care leave.
5. Contractor shall assume the responsibility for emergency medical care of the child(ren). Contractor shall immediately notify the parent or legal guardian and County of any changes in the child's health or behavior that require medical or psychiatric intervention and/or does not respond to prudent parent interventions.
 - a. Child(ren)'s parent or legal guardian retains all rights.
6. Contractor shall nurture the child(ren) and provide care, clothing, and training suited to his/her needs, including but not limited to food, transportation, and recreation.
 - a. Additionally, Contractor shall review the child(ren)'s information packet and emergency care information in order to develop an understanding of the responsibilities, objectives, and requirements in regards to the care of the child(ren).
7. Contractor shall provide transportation to County for all appointments. Contractor and child(ren) shall be available for all County appointments, at the request of County.
8. Contractor shall encourage the child(ren)'s relationships with parents, legal guardians, relatives, etc. and cooperate in visitation and telephone arrangements between the child(ren) and the parent or legal guardian.
9. Contractor shall help the child(ren) understand the household rules before the rules are broken and Contractor shall not engage in degrading or humiliating punishment or discipline. Contractor shall not use corporal punishment, punishment in the presence of others, or deprivation of meals/monetary allowances/visits from parent or legal guardian/home visits/threat.
 - a. Contractor shall focus on constructive, alternative methods of discipline.

10. As applicable, Contractor may occasionally require the use of a short-term babysitter. Said use of babysitter shall not be for more than 24 hours and the reasonable and prudent parent standard shall apply.

a. Prudent parent standards are characterized by careful and sensible parental decisions that maintain the child's health, safety, and best interests, pursuant to WIC 362 et. seq.

11. Confidentiality: Contractor shall comply with applicable Federal, State, and local laws and regulations, including but not limited to the Code of Federal Regulations Title 45, parts 160-164, regarding the confidentiality and security of Personally Identifiable Information (PII). PII means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information. Contractor shall respect and keep confidential all information about the child(ren) and family.

12. Contractor shall submit to HHS, a Payee Data Record, attached hereto and marked, Exhibit A. This form is required by the County's Auditor Controller's Office, in order to process payments.

B. Term: This Agreement shall be effective upon execution by all parties, and shall expire one (1) year from the date thereof, unless terminated earlier pursuant to the provisions contained in the section titled, "Termination" or "Fiscal Considerations."

C. Compensation for Services/Respite Rate: The respite rate is \$75.00/day. Payment shall be processed using the Service Connected Expense Form and shall identify Child Abuse Prevention and Intervention (CAPIT) as a funding source. For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the end of a service month. For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides respite services in accordance with "Contractor Responsibilities." Upon request by County, Contractor may be required to submit additional or new information, which may delay reimbursement.

D. Maximum Contractual Obligation: The maximum contractual obligation under this Agreement shall not exceed \$9,500 for all of the stated services during the term of the Agreement.

E. Additional Terms and Conditions:

1. Availability of funds: This Agreement is valid and enforceable only if sufficient funds are made available to the States by the United States government and those funds are released by the State to the County for services to be provided under this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner. The County's obligation for payment of any Agreement beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

2. Access to Records and Annual Audit: Contractor acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code Section 8546.7. Contractor shall provide Federal, State, or County authorities with access to any books, documents, papers, and records of Contractor which are directly pertinent to this specific Agreement for the purposes of audit, examination, excerpts, and transcriptions. In order to facilitate these potential examinations and audits, Contractor shall maintain all books, documents, papers, and records

necessary to demonstrate performance under this Agreement for a period of at least three (3) years after final payment or for any long period required by law.

Any entity that receives federal funds, as stated in the Office of Management and Budget's "Uniform Grants Guidance," for the purposes of carrying out federal programs, must complete an annual audit. The funding threshold is aggregate funds from all sources. Contractor shall mail a certified copy of said completed annual audit to Agency within thirty (30) days of Contractor's receipt of same. All adverse audit findings must be documented and included with completed annual audit. Certified evidence of correction(s) of adverse audit findings shall be provided to Agency.

3. Debarment and Suspension Certification: By signing this Agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 45 CFR 76 and Contractor further certifies to the best of its knowledge and belief that it and its principals or affiliates or any sub-contractor utilized under the Agreement:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - B. Have not within a three (3)-year period preceding this application/proposal/Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above Paragraph B;
 - D. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
 - E. Shall not knowingly enter in to any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under Federal regulations (i.e., 48 CFR part 9, subpart 9.4) or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and
 - F. Shall include a clause titled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions in accordance with 45 C.F.R. Part 76.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation in writing to County. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549 (<http://www.archives.gov/federal-register/codification/executive-order/12549.html>).

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

4. 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.

5. 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.
6. 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.
7. 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.
8. 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.

9. 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.
10. 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.

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IN WITNESS WHEREOF, this Agreement has been executed, by and on behalf of the parties hereto, this date:

CONTRACTOR

Contractor Signature Date

Contractor Printed Name

COUNTY

Manager Signature Date

Printed Name of Manager

Director Signature Date

Patricia Charles-Heathers, Ph.D., Director