

ORIGINAL
COPY

AGREEMENT FOR SERVICES #542-S0811
AMENDMENT I

This Amendment I to that Agreement for Services #542-S0811, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Lilliput Children's Services, a non-profit California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1651 Response Road, Suite 300, Sacramento, CA 95815; (hereinafter referred to as "Subrecipient");

WITNESSETH

WHEREAS, Subrecipient has been engaged by County to provide a Kinship Support Services Program (KSSP) in accordance with Agreement for Services #542-S0811, dated November 27, 2007, incorporated herein and made by reference a part hereof; and

WHEREAS, County anticipates to continue to receive funding from the California Department of Social Services (CDSS) to be awarded to El Dorado County Department of Human Services (DHS) in the form of a grants-in-aid program for a Kinship Support Services Program (KSSP); and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE I – Scope**, **ARTICLE II – Term**, **ARTICLE III – Compensation for Services** and **ARTICLE V – Reporting Responsibilities**; and

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXXIV – Conflict of Interest** and **ARTICLE XXXV – HIPAA Compliance**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #542-S0811 shall be amended a first time as follows:

ARTICLE I

Scope of Services: Subrecipient shall develop a KSSP in El Dorado County and provide service in accordance with the purpose and goals of the KSSP as delineated in Exhibit "A" titled "KSSP Background, Purpose and Goals", incorporated herein and made by reference a part hereof. Subrecipient shall accomplish these goals by performing the following:

- A. Establish community collaborations including, but not limited to, an advisory committee to assist with development and implementation of a plan that shall identify and address the needs of relative caregivers and include community outreach, engagement, education, and advocacy regarding KSSP services;
- B. Provide community outreach regarding the availability of KSSP services including, but not limited to, advertising, presentations, workshops, etc.;
- C. Provide immediate outreach upon referral from DHS to relative caregivers and inform them of KSSP services;
- D. Identify and assess the need for KSSP services countywide for at least two hundred fifty (250) individual clients;
- E. Develop a family service plan and provide in-home case management for up to six (6) months for at least one hundred (100) families that are in need of ongoing KSSP services;
- F. Provide or support at least two (2) caregiver and two (2) youth support groups, in two (2) different regions of County;
- G. Provide social service referrals and intervention aimed at maintaining the kinship family unit by using services such as, but not limited to, counseling at Subrecipient's, Provider's and/or other agency locations that shall provide services such as housing, homemaker services, legal services, day care and respite, etc.;
- H. Arrange for or provide quarterly recreational activities for the caregivers and children/youth in their care and at no cost to the families;
- I. Allow for the provision of transportation such as, but not limited to, providing bus passes and encouraging carpooling for support groups and recreational activities;
- J. Arrange for or provide respite care for caregivers such as, but not limited to, day trips for the youth, after school programs, and financial assistance for respite;
- K. Provide access to tutoring services for at least thirty-five (35) KSSP youth;
- L. Provide for or arrange youth activities and provide financial assistance for items such as, but not limited to, school pictures, sports, activities, etc.;

Subrecipient shall meet all CDSS KSSP requirements including, but not limited to, Target Populations, Site Requirements, and Information Technology and Data Reporting Requirements as specified in Exhibit "B", titled "Kinship Support Services Program (KSSP) California State Department of Social Services Requirements", incorporated herein and made by reference a part hereof.

Subrecipient ensures that its proposed facility meets CDSS requirements and those specified in Exhibit "C" titled "KSSP Project Site Information", incorporated herein and made by reference a part hereof. Subrecipient agrees that, although regular office hours of 8 a.m. to 5:00 p.m. Monday through Friday are listed on Exhibit "C", KSSP activities shall occur outside those hours as required. Subrecipient acknowledges and agrees that assessment and case management activities shall often occur in consumers' homes. Subrecipient shall also actively seek KSSP office space at other locations in County in order to ensure easy access to KSSP services for consumers and shall also provide KSSP activities at other locations throughout County.

Subrecipient shall provide KSSP staffing as specified in Exhibit "D" titled "KSSP -Required Services and Staffing", incorporated herein and made by reference a part hereof. Subrecipient shall employ at least one (1) relative caregiver to assist in the provision of KSSP services. Any changes in staffing must be agreed to in writing by both DHS and Subrecipient.

Subrecipient shall attend all required KSSP training, including one (1) yearly conference in Northern California and one (1) in Southern California, at no additional cost or expense to County.

Subrecipient shall develop and implement use of "Report Cards" as an evaluation tool to be completed by KSSP participants to help in identifying strengths and weaknesses of the program and benefits perceived by clients served.

Other Subrecipient Responsibilities

Subrecipient and Providers shall ensure that all employees, volunteers, consultants, and agents performing services under this Agreement shall report child abuse or neglect to a child protective agency, as defined in Penal Code Section 11165.9. Subrecipient shall require each employee, volunteer, consultant, and agent to sign a statement acknowledging that he/she knows of and acknowledges the reporting requirements as defined in Penal Code Section 11166 and that they shall comply with the provisions said Code Section.

Subrecipient and Providers expending \$500,000.00 or more in a year in Federal awards shall provide an annual independent audit by a certified public accounting firm.

Subrecipient shall maintain necessary program records documenting services performed and/or purchased and fiscal records showing expenditures made during the Agreement period. These records shall be open to inspection by representatives of the El Dorado County Department of Human Services and the State of California at all reasonable times. Upon request, Subrecipient shall make these records available within County to all authorized County, State (including Auditor-Controller), and Federal personnel. Records shall be maintained for at least five (5) years from the end of the Agreement period or until State audits are completed, whichever is later.

ARTICLE II

Term: This Agreement, as amended, shall become effective when fully executed by both parties hereto and shall cover the period of November 10, 2007 through June 30, 2009.

ARTICLE III

Compensation: For services provided herein, County agrees to pay Subrecipient in arrears. Subrecipient shall submit invoice(s) no later than fifteen (15) days following the end of a "service month." An exception shall be the billing for the month of June, which must be received by County no later than June 10 of each year that this Agreement is in force. For billing purposes, a "service month" shall be defined as a calendar month during which Subrecipient provides services in accordance with the purpose and goals of KSSP as delineated in Exhibit "A" titled "KSSP Background, Purpose, and Goals."

For the purposes hereof, the monthly billing rate shall be equal to the total amount of funding divided by the number of months in the life of the Agreement, except for the last month, which may be an odd amount in order to encompass the balance of this Agreement. Payment shall be made within thirty (30) days following County receipt and authorization of approved invoice(s).

Invoices for services rendered under the Agreement shall be submitted as demonstrated in the attached sample invoice, Revised Exhibit "E", as amended, titled "Kinship Support Services Program Invoice" incorporated herein and made by reference a part hereof. If an alternative invoice is used, all fields noted on Revised Exhibit "E" are mandatory.

The funding for FY 2007/08 is \$162,000.00 and the anticipated funding for 2008/09 is \$135,000.00. Therefore, the anticipated total amount of this Agreement, as amended, shall not exceed \$297,000.00 for the stated term. This funding is contingent upon the availability of these funds from CDSS and the amount may change without notice.

ARTICLE V

Reporting Responsibilities: Subrecipient shall use data collection systems provided by the CDSS Technical Assistant Consultant, Edgewood Center for Children & Families, to track services and shall provide data to County in a timely manner and as required by CDSS. Information may include, but is not limited, to:

- a) Name(s), Date of Birth (DOB), marital status of family members;
- b) Address where family resides and phone number;
- c) Signed release of information agreement;
- d) Source of referral to Subrecipient;
- e) Copy of all family assessments (needs, safety, risk, protective capacity) conducted during the life of the case; and
- f) Copy of the service plan as well as progress notes.

Subrecipient is responsible to provide any other information that may be requested or required by the Federal, State, or County government regarding KSSP.

Subrecipient shall provide monthly reports to County on KSSP development and services provided that should:

- a. Address progress made on service items A through L listed in Article I, Scope of Services; and
- b. Document and demonstrate that services provided address the purpose and goals of the KSSP as defined in Exhibit "A"; and
- c. Address how services provided meet SIP goals and objectives.

These reports shall be due to DHS by the 15th of the month following each service month.

Subrecipient shall provide an annual report summarizing responses on the "Report Cards" developed and implemented by Subrecipient, to be received by County no later than July 31 of each year that this Agreement is in force.

Subrecipient shall participate as requested by County, at no charge to County, in any research and/or evaluative studies designed to show the effectiveness and/or efficiency of KSSP.

Annually, Subrecipient shall submit to County a list of all trainings attended during the fiscal year by Subrecipient and Provider staff who provide services under this Agreement. This list shall be due to County no later than July 31 of each year that this Agreement is in force.

ARTICLE XXXV

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

ARTICLE XXXVI

HIPAA Compliance: As a condition of Contractor performing services for County of El Dorado, Contractor shall execute that Business Associate Agreement which is attached hereto as Exhibit "H", which is incorporated herein for all intents and purposes.

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Except as herein amended, all other parts and sections of that Agreement #542-S0811 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: *DeAnn Osborn* Dated: *May 27, 2008*
DeAnn Osborn, Staff Services Analyst
Human Services Department

Requesting Department Head Concurrence:

By: *Doug Nowka* Dated: *5/28/08*
Doug Nowka, Director
Human Services Department

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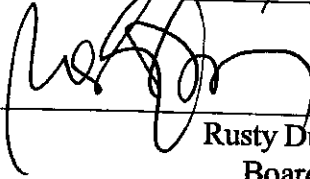
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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #542-S0811 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

— COUNTY OF EL DORADO —

Dated: 7/22/08
By: 
Rusty Dupray, Chairman
Board of Supervisors
"County"

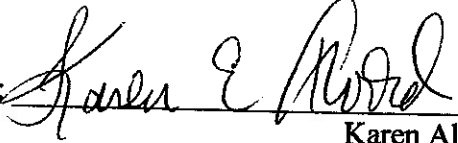
ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By:  Date: 7/22/08
Deputy Clerk

-- CONTRACTOR --

Dated: 6/5/08

LILLIPUT CHILDREN'S SERVICES,
A CALIFORNIA CORPORATION

By: 
Karen Alvord
Executive Director
"Subrecipient"

By: 
Corporate Secretary

Dated: 6-5-08

KINSHIP SUPPORT SERVICES PROGRAM INVOICE

**Important: Only original invoices will be accepted. To help identify an original invoice, we would prefer vendors to use blue ink.
White-out corrections will not be accepted.**

Service Month: _____ through _____
 Invoice / Account Number: _____
 Business / Owner Name: Lilliput Children's Services
 Business Address: 1651 Response Road, Suite 300, Sacramento, CA 95815
 Telephone Number: 916-923-5444

1 Service Dates	2 Type of Service	3 Total Billed to El Dorado County DHS
_____ through _____	KSSP Services	
INVOICE TOTAL		

certify the above information is true and correct to the best of my knowledge.

Authorized Signature _____ Date _____

County Use Only

Send Invoices to:
 El Dorado County
 Dept. of Human Services
 Attn: Accounting Unit
 3050 Briw Ridge Road, #A
 Placerville, CA 95667
 00

Index Code: 530900 Sub Object: 4300 User Code: 50Y183
 Approvals: _____
 KSSP Coordinator: _____ Date: ____/____/____
 Program Manager: _____ Date: ____/____/____
 Director: _____ Date: ____/____/____

EXHIBIT "H"
HIPAA Business Associate Agreement

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

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 - 164 (the "Privacy and Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, Contractor, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule; and

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

WHEREAS, the parties agree that any disclosure or use of PHI or EPHI be in compliance with the Privacy and Security Rule or other applicable law;

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

1. **Definitions.** Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
2. **Scope of Use and Disclosure by Contractor of County Disclosed PHI**
 - A. Contractor shall be permitted to use PHI disclosed to it by the County:
 - (1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County
 - (2) as necessary to perform any and all of its obligations under the Underlying Agreement.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or Required by Law, Contractor may:
 - (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any

legal responsibilities of Contractor. Contractor may disclose PHI as necessary for Contractor's operations only if:

- (a) The disclosure is Required by Law; or
 - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI that the person or organization will:
 - (i) hold such PHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as Required by Law; and,
 - (ii) the third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
 - (3) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (4) not disclose PHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - (5) de-identify any and all PHI of County received by Contractor under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as Required by Law, or as otherwise permitted by law.

3. Obligations of Contractor. In connection with its use of PHI disclosed by County to Contractor, Contractor agrees to:
- A. Use or disclose PHI only as permitted or required by this Business Associate Agreement or as Required by Law.
 - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement.
 - C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of this Business Associate Agreement.
 - D. Report to County any use or disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware.
 - E. Require sub-contractors or agents to whom Contractor provides PHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Business Associate Agreement.
 - F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from the County.

- G. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the County and to follow generally accepted system security principles as required in final rule 45 CFR Parts 160-164.
 - H. Contractor will report any security incident of which it becomes aware to the County. Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans or "pings".
 - I. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
 - J. May use PHI to report violations of law to appropriate Federal and State Authorities, consistent with § 164.502(j) (1).
4. PHI Access, Amendment and Disclosure Accounting. Contractor agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
 - B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
 - D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
 - E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
 - F. Within sixty (60) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.

- G. Not make any disclosure of PHI that County would be prohibited from making.

5. Obligations of County.

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

6. Term and Termination.

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

- Contractor shall retain no copies of the PHI.
- (2) In the event that the Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon {negotiated terms} that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such PHI.

7. HIPAA Business Associate Indemnity

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Business Associate Agreement. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such


interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.


In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

8. Amendment – the parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
9. Survival – the respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
10. Regulatory References – a reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts - any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

Dated: 6/5/08

Dated: 6/16/08

Signed: 
Karen Alvord
Executive Director
Lilliput Children's Services

Signed: 
Doug Nowka
Director
Department of Human Services