

**AGREEMENT FOR SERVICES 942-S0811
AMENDMENT III**

Emergency Shelter Care and/or Foster Care Placement Services

THIS AMENDMENT III to that Agreement for Services 942-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 Sierra Child and Family Services, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 4250 Fowler Lane, Suite 204, (Mailing: P.O. Box 1987), Diamond Springs, CA 95619; and whose Agent for Service of Process is Barry Harwell, 4250 Fowler Lane, Suite 204, Diamond Springs, CA 95619 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide "as requested" protection in the form of emergency shelter care and/or foster care placement for children (hereinafter referred to as "Client") referred by County of El Dorado Health and Human Services Agency in accordance with Agreement for Services 942-S0811, dated May 29, 2008, effective January 10, 2008, and Amendment I to Agreement for Services 942-S0811 dated June 1, 2011, and Amendment II to Agreement for Services 942-S0811 dated August 23, 2011, incorporated herein and made by reference a part hereof; and

WHEREAS, the Department of Human Services has been reorganized and is now known as Health and Human Services Agency; and

WHEREAS, all references in prior agreements to the Department of Human Services ("DHS") shall now refer to the Health and Human Services Agency ("HHS"); and

WHEREAS, the Delora Corporation dba Foster Family Services has merged with Sierra Child and Family Services, Inc. and Sierra Child and Family Services, Inc. is now known as Sierra Child and Family Services, Inc. dba Foster Family Services; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE III – Compensation, ARTICLE XX - Insurance and ARTICLE XXIV – Taxpayer Identification Number (W-9) and County Payee Data Record Form**; and

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXXIX – Waivers and ARTICLE XL – No Third Party Beneficiaries**.

NOW, THEREFORE, the parties do hereby agree that Agreement for Services 942-S0811 shall be amended a third time as follows:

Articles III, XX, and XXIV are amended in their entirety to read as follows:

ARTICLE III

Compensation for Services: For each Client placed with Contractor, County shall pay Contractor with AFDC-FC funds at the current applicable monthly Group Home rate established by the California Department of Social Services 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 the FCFRB or, when appropriate, as established by the CDDS 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 Rate Classification Level (“RCL”), which varies based on the licensing classification of Contractor and the age of Client at the time services are rendered. These rates are published by CDSS and transmitted to County and Contractor via a 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 shall issue payments, including prorated payments, at a rate based on the length of Client’s stay at facility and the 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. More specifically:

- 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.
- Unique or specialized services obtained on behalf of Client shall require written authorization from Client Caseworker and Caseworker’s supervisor prior to the procurement for said service(s). Payment for any unique specialized service(s) shall be made in the form a check within forty-five (45) days of receipt of a detailed invoice accompanied by a copy of the purchase receipt or invoice 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:

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.

Annual and Initial 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 an initial supply of clothing, school or other uniforms, and 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. Donated clothing may supplement but not supplant any clothing allowance provided by the State or County.

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 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.

Foster Family Homes (“FFH”): Foster Family Homes, as defined in California’s Department of Social Services Community Care Licensing regulations, provide 24-hour care and supervision in a licensee's family residence for no more than six (6) children. Care is provided to children who are mentally disabled, developmentally disabled, or physically handicapped, children who have been removed from their home because of neglect or abuse, children who require special health care needs and supervision because of such disabilities, or children who are adjudicated wards of the court.

Group Home: Group Home, as defined in Community Care Licensing 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 to care for six or more children.

Infant Supplement: California Senate Bill 510 (Chapter 1066, Statutes of 1988) implements the Omnibus Budget Reconciliation Act 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.

Intensive Treatment Foster Care Programs: WIC Section 18358 et seq. sets the requirements for implementing the Intensive Treatment Foster Care Program. 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.

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 all children exiting the juvenile court dependency system on or after January 1, 2000 to live with a family member(s), relative legal guardian, or non-related extended family member. A delinquent ward may also be placed with a family member(s), relative legal guardian, or non-related extended family member. 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 one hundred percent (100%) of the basic rate paid to a licensed or approved FFH. Children who are in receipt of Kin-GAP benefits are also entitled to receive the infant supplement (see "Infant Supplement").

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

Contractor and its duly licensed certified 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 cleared by the Department of Justice ("DOJ") to perform substitute care services pursuant to the Article titled "Fingerprinting," and shall be licensed and certified as required by the State. Assumption or takeover of any of Contractor's duties, responsibilities, 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 duly licensed certified substitute care providers shall have no claim whatsoever against County for payment of any money or reimbursement of any kind for any service(s) provided by Contractor or its duly licensed certified substitute care providers following the 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 in facility. 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 or any overpayments made in error shall not constitute a waiver of County's right to recover such payment from Contractor. Any payment made in error shall be returned to County within forty-five (45) days of receipt of said payment either by returning the check sent in error or by issuance of a new check made payable to County. 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 facility rate(s) established by the CDSS, Foster Care Funding and Rates Bureau.

Contractor shall maintain a Foster Care Funding and Rates Bureau facility 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 during 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 at <http://www.whitehouse.gov/omb/circulars/index.html>.

Charges for placements lasting less than a full month shall be prorated. Payment for placements 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 from County a written confirmation via fax of said requested open bed hold. 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 facility 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 as follows:

- For Clients who are a dependent of the court, all such unique, specialized purchases must be specifically pre-approved in writing by County of El Dorado’s Health and Human Services Agency Director, Assistant Chief Director, Chief Fiscal Officer or Child Protective Services Program Manager.
- For Clients who are a ward of the court, all such unique, specialized purchases must be specifically pre-approved in writing by the El Dorado County Probation Department’s Chief Probation Officer or Supervising Deputy Probation Officer.

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 the appropriate County department, i.e., Health and Human Services Agency, for Clients who are dependent children of the court or Probation Department for Clients who are wards of the court.

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

<i>West Slope and All Other Non-East Slope Contractors</i>	<i>East Slope Contractors</i>
El Dorado County Department of Human Services Attn: Accounting Unit 3057 Briw Road Placerville, CA 95667	El Dorado County Department of Human Services Attn: Child Protective Services 981 Silver Dollar Avenue South Lake Tahoe, CA 96150

The maximum compensation payable under this Agreement shall not exceed \$2,000,000.00 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 XX

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

- Full Workers’ Compensation and Employers’ Liability Insurance covering all employees of Contractor as required by law in the State of California.
- Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by Contractor 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 is required per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the Risk Manager as evidence that the above required insurance is current and being maintained.
- F. The insurance shall be issued by an insurance company acceptable to the County of El Dorado Risk Management Department (“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 the Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer shall not cancel the insured's coverage without prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an “Additional Insured Endorsement” page, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor'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 Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. Either:
1. Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or
 2. Contractor 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 both insurance and evidence of insurance to County that shall cover 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 XXIV

Taxpayer Identification Number (Form W-9) and County Payee Data Record Form: All independent Contractors or Corporations providing services to County must file a Department of the Treasury Internal Revenue Service Form W-9 with County, which certifies their Taxpayer Identification Number. All independent Contractors or Corporations providing services to County may also be required to file a County-issued "Payee Data Record" form with County.

Articles XXXIX and XL are hereby added as follows:

ARTICLE XXXIX

Waivers: Failure of County to enforce any provision of this Agreement shall in no event be considered a waiver of any part of such provision or any other provision contained herein. No waiver by County of any breach or default by Contractor shall operate as a waiver of any succeeding breach of the same terms in the Agreement or other default or breach of any of Contractor's obligations under the Agreement. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

ARTICLE XL

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.

Except as herein amended, all other parts and sections of that Agreement 942-S0811 shall remain unchanged and in full force and effect.

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REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: 
DeAnn Osborn
Supervising Staff Services Analyst
Health and Human Services Agency

Dated: March 4, 2013


By: 
Gregory S. Sly
Chief Probation Officer
Probation Department

Dated: 3-5-13

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 
Daniel Nielson, M.P.A.
Director
Health and Human Services Agency

Dated: 3/6/13

By: 
Gregory S. Sly
Chief Probation Officer
Probation Department

Dated: 3-5-13

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IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to that Agreement for Services 942-S0811 on the dates indicated below.

-- COUNTY OF EL DORADO

Dated: 5/14/13

By: [Signature]
Ron Briggs, Chair
County"

ATTEST: James S. Mitrison
Clerk of the Board of Supervisors

By: [Signature]
Marcie MacFarland, Deputy Clerk 5/14/13

ATTEST:
James S. Mitrison
Clerk of Board of Supervisors

-- CONTRACTOR --

SIERRA CHILD & FAMILY SERVICES, INC.
A CALIFORNIA CORPORATION

By: [Signature]
Barry Harwell, Executive Director
"Contractor"

Dated: 3/12/13

By: [Signature]
Corporate Secretary

Dated: 3/27/13