

AGREEMENT FOR SERVICES #027-S1511

Child Abuse Prevention Council Activities

THIS AGREEMENT 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 the El Dorado County Office of Education, a public agency, duly qualified to conduct business in the State of California, whose principal place of business is 6767 Green Valley Road, Placerville, CA 95667, (hereinafter referred to as "EDCOE" or "Contractor").

RECITALS

WHEREAS, on April 9, 2002, the County of El Dorado Board of Supervisors established a Child Abuse Prevention Council and designated said Council as the Children's Trust Fund Commission; and

WHEREAS, the Child Abuse Prevention Council, as the designated Commission of the Children's Trust Fund, is authorized by California Welfare and Institutions Code Section 18967 to spend money from the Children's Trust Fund for child abuse prevention efforts; and

WHEREAS, the Child Abuse Prevention Council has determined that it is necessary to use the services of a coordinator in order to carry out the mandates of Child Abuse Prevention Councils as stated in California Welfare and Institutions Code Section 18982.2; and

WHEREAS, the Board of Supervisors of the County of El Dorado has designated the Health and Human Services Agency as the County agency responsible to provide administrative support to the Child Abuse Prevention Council and fiscal oversight of the Children's Trust Fund; and

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide coordinator services to the Child Abuse Prevention Council on behalf of the Health and Human Services Agency; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by County of El Dorado Charter, Section 210 (b) (6) or Government Code 31000.

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to provide the staff, supplies, and equipment necessary to provide coordinator services for the El Dorado County Child Abuse Prevention Council (“CAPC”) on behalf of the County of El Dorado Health and Human Services Agency (“HHS”) by assisting with the activities of CAPC. Contractor shall:

- A. Provide a forum for interagency cooperation and coordination in the prevention, detection, treatment, and legal processing of child abuse cases; and
- B. Promote public awareness of the abuse and neglect of children and the resources available for intervention and treatment; and
- C. Encourage and facilitate the training of professionals in the detection, treatment, and prevention of child abuse and neglect; and
- D. Recommend improvements in services to families and victims by encouraging and facilitating community support for child abuse and neglect prevention education programs.

Services shall include but not be limited to:

<i>Service</i>	<i>Activities to be performed</i>	<i>Timeline</i>
1. Make staff available to plan, coordinate, or conduct CAPC activities	<ul style="list-style-type: none"> • Provide staffing to coordinate all activities detailed herein. • Provide CAPC with a written Coordinator Report at each CAPC meeting, which details the progress of all activities referenced herein. A copy of each report must be provided to the HHS CAPC liaison. 	Ongoing
2. Provide administrative overhead and support, supplies, and equipment necessary to CAPC operations	<ul style="list-style-type: none"> • Make available support, supplies, and equipment necessary to the efficient operation of CAPC activities, including, but not limited to workspace, computer, and phone access, postage, business services, and copying and printing. Excludes supplies and equipment directly associated with a specific activity or event referenced herein. 	Ongoing
3. Coordinate CAPC meetings	<ul style="list-style-type: none"> • Prepare and post meeting agendas and all other required documents in a timely manner. 	Bi-monthly

<i>Service</i>	<i>Activities to be performed</i>	<i>Timeline</i>
	<ul style="list-style-type: none"> • Attend all CAPC meetings and act as secretary for the purposes of facilitating and implementing CAPC activities. • Distribute all meeting minutes including delivering meeting minutes within five (5) working days of each meeting to the Executive Committee and provide a copy to the HHSa CAPC liaison. 	
<p>4. Represent El Dorado County CAPC at regional CAPC meetings and coordinate regional activities as directed by CAPC</p>	<ul style="list-style-type: none"> • Attend regional CAPC meetings or teleconference regional CAPC meetings. • Plan and coordinate regional meetings hosted by the County of El Dorado. • Take detailed notes and submit a report detailing activities and observations in monthly Coordinator Report. <p><i>NOTE: Additional regional activities require pre-approval of the CAPC Executive Committee.</i></p>	<p>As Scheduled</p>
<p>5. Maintain CAPC membership</p>	<p>Plan and implement effective strategies for recruitment of new CAPC members, including community and parent representatives, and ensure that all CAPC memberships remain current.</p>	<p>Ongoing</p>
<p>6. Maintain communication systems for CAPC and coordinate interagency collaboration with regard to prevention activities</p>	<p>Maintain a notification system to CAPC members and key community representatives for the purpose of promoting public awareness of child abuse prevention issues, including the development and maintenance of the CAPC website.</p>	<p>Ongoing</p>
<p>7. Represent CAPC at conferences, meetings, and community events</p>	<p>Attend conferences, meetings, and community events as pre-approved by CAPC Chair and Executive Committee, take detailed notes, and submit a report detailing activities and observations in monthly Coordinator Report.</p>	<p>Ongoing</p>
<p>8. Make arrangements for Coordinator attendance at all contracted and CAPC Executive Committee approved functions</p>	<p>Arrange for transportation and accommodations to attend CAPC-approved conferences, meetings, and events. The cost for lodgings, meals and mileage must be in compliance with Exhibit "A" marked "County of El Dorado Board of Supervisors Travel Policy Number D-1," incorporated herein and made by reference a part hereof.</p>	<p>Ongoing</p>

<i>Service</i>	<i>Activities to be performed</i>	<i>Timeline</i>
9. Make attendance arrangements for CAPC members at all conferences, meetings, and events when such attendance has been approved by the CAPC Executive Committee	Arrange transportation and accommodations for CAPC Members to attend Council-approved conferences. The cost for lodgings, meals, and mileage must comply with Exhibit "A."	Ongoing
10. Keep CAPC informed on current and pending laws, regulations, and policies affecting child abuse prevention activities	Attend conferences and trainings as authorized by CAPC Chair and Executive Committee. Conduct research, gather pertinent information of relevant changes, take detailed notes, submit a report detailing activities and observations in monthly Coordinator Report, and provide a copy of the report to the HHSa CAPC liaison.	Ongoing
11. Plan, coordinate, and/or conduct annual Child Abuse Prevention Month activities	<p>Activities shall include but not be limited to the following:</p> <ul style="list-style-type: none"> • Kid's Expo • Child Abuse Prevention Month Campaign. <i>Note: Child Abuse Prevention month is April.</i> • Media awareness • Special events • Fulfill all reporting requirements of the Community Based Child Abuse Prevention program related to this activity as described in Exhibit "B" marked "Community-Based Child Abuse Prevention Program (CBCAP)," incorporated herein and made by reference a part hereof and Article IV "Reporting Requirements." 	Ongoing
12. Coordinate preparation of annual CAPC budget and monitor budget throughout the year	<ul style="list-style-type: none"> • Coordinate with CAPC Treasurer and the HHSa CAPC liaison to develop an annual budget for CAPC to allow for CAPC approval by March 1 of each fiscal year. • Monitor budget and track revenues and expenses for preparation of reports to disseminate monthly to CAPC and HHSa CAPC liaison. Reports are due within fifteen (15) days of the end of each calendar month. 	Ongoing
13. Maintain communication	Meet quarterly with CAPC Executive Committee	Quarterly

<i>Service</i>	<i>Activities to be performed</i>	<i>Timeline</i>
with the CAPC Executive Committee	to report/update on activities, as directed by the CAPC Chair and Vice-Chair.	
14. Facilitate development of annual strategic plan for CAPC to address child abuse prevention needs in the community	Work directly with CAPC Chair and the HHSA CAPC liaison to prepare, present, and implement the annual strategic plan.	Annually, begins during CAPC's strategic planning meeting
15. Plan, coordinate, and/or provide child abuse prevention education trainings	Plan, coordinate, and ensure provision of a minimum of two (2) prevention trainings per fiscal year. Trainings may include, but are not limited to: <ul style="list-style-type: none"> • Mandated Reporter • Shaken Baby Prevention Training • Safe Sleeping Habits • Fulfill all reporting requirements of CBCAP program related to this activity as described in Exhibit "B" and Article IV "Reporting Requirements." 	Annually
16. Plan , coordinate, and/or conduct special projects	Plan, coordinate, and conduct CAPC-approved special projects as directed by CAPC Chair and Executive Committee.	As Approved by Executive Committee
17. Plan, coordinate, and/or provide Strengthening Families Protective Factor Framework and Family Support Program	Plan, coordinate, and ensure provision of the Strengthening Families Protective Factor Framework and Family Support Program as approved and directed by CAPC. Fulfill all reporting requirements of the Promoting Safe and Stable Families ("PSSF") program related to this activity as described in Exhibit "C" marked "Promoting Safe and Stable Families (PSSF)" incorporated herein and made by reference a part hereof and Article IV "Reporting Requirements."	Ongoing
18. Plan, coordinate, and/or provide a Parent Leadership Training Program	Plan, coordinate, and ensure provision of a multi-session Parent Leadership Training Program as approved and directed by CAPC. Fulfill all reporting requirements of PSSF related to this activity as described in Exhibit "C" and the Article	Ongoing

<i>Service</i>	<i>Activities to be performed</i>	<i>Timeline</i>
	titled, "Reporting Requirements."	
19. Maintain community awareness of the purpose and use of the Commission on Children's Trust Fund ("CCTF")	Conduct one (1) public forum per fiscal year as mandated by California Welfare and Institutions Code, Sections 18965-18968 and Sections 18980-18984.	Annually
20. Prepare and provide reports. Provide access to records	<ul style="list-style-type: none"> • Prepare and provide within five (5) working days any activity, fiscal, and other reports not specified herein as requested by HHSA. • Provide HHSA with access to records maintained relative to activities conducted. 	Ongoing

ARTICLE II

Term: This Agreement shall become effective when fully executed by all parties hereto and shall commence July 1, 2014 and shall automatically renew for successive one-year terms, from year to year thereafter, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled "Default, Termination, and Cancellation" or "Fiscal Considerations."

ARTICLE III

Compensation for Services: For services provided herein, Contractor shall submit original invoices to the CAPC Executive Committee for review and approval and forward original invoices to HHSA for reimbursement by the County for the provision of services required by this Agreement as follows:

- A. Contractor shall submit only original invoices accompanied by copies of applicable written authorization(s) for service(s). The original invoice shall act as an unsworn declaration that its contents have been reviewed and approved by Contractor.
- B. Photocopied or faxed invoices shall not be accepted. Invoices with "white-out" types of corrections will not be accepted.
- C. An example of an approved invoice containing necessary and pertinent billing information is described in Exhibit "D" marked "Child Abuse Prevention Council Coordinator Invoice" incorporated herein and made by reference a part hereof.
- D. Contractor shall submit invoices to the CAPC Executive Committee no later than fifteen (15) days following the end of a "service month," except that invoices for the month of May shall be submitted no later than ten (10) days after the end of May.

- E. For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides services in accordance with Article I “Scope of Services.”
- F. The CAPC Executive Committee shall review and forward original invoices approved for reimbursement to County for County payment to Contractor no later than ten (10) days after receipt of said invoices, except that invoices for the month of May shall be submitted to County no later than five (5) days after CAPC Executive Committee’s receipt of said invoice.
- G. Failure by the CAPC Executive Committee to submit invoices by the 25th of the month following the end of a service month shall result in a significant delay in payment.
- H. Failure by the CAPC Executive Committee to submit invoices by June 15 for the month of May may result in a reduction in the amount of CBCAP and PSSF funds available under this Agreement due to said funds being claimed on a “cash” basis.
 - 1. June invoices shall be applied to the following year allocation (e.g. June 2014 invoices will be applied toward the fiscal year 2014-15 allocation.)
- I. Invoices received and accepted from Contractor by the CAPC Executive Committee or from the CAPC Executive Committee by County shall not be deemed evidence of allowable Agreement costs.
- J. County agrees to pay Contractor monthly in arrears and within forty-five (45) days following County’s receipt and approval of itemized invoice(s) from the CAPC Executive Committee identifying services rendered.
- K. Funds shall be paid to Contractor only to the extent that such funds are available from the California Department of Social Services (“CDSS”). Said funds shall be used to pay only approved expenditures made in accordance with the requirements of California Welfare and Institutions Codes Sections 18965-18968 and 18980-18984. Said funding shall include but shall not be limited to:
 - 1. The annual CBCAP allocation, which shall be used for Child Abuse Prevention Month Activities and Community Child Abuse Prevention Education. This allocation shall not be utilized until Contractor has received an authorization to proceed letter from HHSA, indicating exact allocation. Said allocation may vary from fiscal year to fiscal year but shall never exceed the maximum contractual obligation as stated in Article IV “Maximum Obligation;” and
 - 2. The PSSF Family Support allocation, which shall be used for Parent Leadership Development and Strengthening Families-Protective Factors Framework and Family Support. This allocation shall not be utilized until Contractor has received an authorization to proceed letter from HHSA, indicating exact allocation. Said allocation may vary from fiscal year to fiscal year but shall never exceed the maximum contractual obligation as stated in Article IV “Maximum Obligation;” and
 - 3. CCTF funding, which shall be used for all other expenses hereunder, not-to-exceed \$20,000.
- L. Travel expenses for CAPC authorized attendance at conferences, trainings, and events shall be reimbursed in accordance with Exhibit “A.”
- M. Any equipment acquired with funds under this Agreement shall be deemed the property of County. Upon termination of this Agreement, Contractor shall return said property to County.
- N. The CAPC Executive Committee shall pre-approve all event budgets and shall have final approval over all ensuing invoices prior to submittal to County for reimbursement. For the purposes hereof, the billing and reimbursement rate for services specifically listed under Article

I “Scope of Services” or Article III “Compensation for Services” shall be as follows:

<i>Service</i>	<i>Funding Source</i>	<i>Maximum Not To Exceed Amount</i>
Coordinator Salary and Benefits (\$3,179.17/mo.)	CCTF	\$13,250.00
Administrative Overhead, Supplies and Equipment	CCTF	\$3,750.00
Conference Attendance - Coordinator	CCTF	\$750.00
Conference Attendance – CAPC Members	CCTF	\$750.00
Child Abuse Prevention Month Activities (including, but not limited to Champions for Children, Kid’s Expo, and Child Abuse Prevention Month Campaign)	CCTF	\$1,500.00
Community Child Abuse Prevention Education (including, but not limited to Community Prevention Education, Mandated Reporter training, Shaken Baby Syndrome, and Safe Sleeping Habits)	CBCAP	To be determined (“TBD”)
Community Education Events	PSSF	TBD
Special Projects - CAPC Approved	PSSF	TBD
Parent Leadership Development	CBCAP	TBD
Strengthening Families-Protective Factors Framework and Family Support	CBCAP	TBD

Contractor shall submit billing invoices to the following address:

CAPC Chair, El Dorado County Child Abuse Prevention Council
 Attn: Elizabeth Blakemore
 6767 Green Valley Road
 Placerville, CA 95667

CAPC Chair shall submit billing invoices to the following address:

County of El Dorado Health and Human Services Agency
 Attn: CAPC Liaison
 3057 Briw Road, Suite A
 Placerville, CA 95667

ARTICLE IV

Maximum Obligation: The maximum contractual obligation of the County under this Agreement shall not exceed \$75,000 for all of the stated services during any fiscal year and which shall be defined as the period commencing July 1 of each calendar year and ending June 30 of the following calendar year.

ARTICLE V

Reporting Requirements: Contractor shall:

- A. Maintain program records documenting services performed in accordance with required federal program requirements for the CBCAP program described in Exhibit “B” and the PSSF program described in Exhibit “C.”
- B. In addition, CBCAP and PSSF program data is to be reported to the County within thirty (30) days of the end of each County fiscal year and will include but not be limited to:
 - 1. Number of Clients Served
 - a. Children
 - b. Parents / Caregivers
 - c. Children with Disabilities
 - d. Parents / Caregivers with Disabilities
 - e. Families
 - 2. Ethnic Groups
 - a. White, non-Hispanic
 - b. Hispanic
 - c. Black, non-Hispanic
 - d. Asian
 - e. Native American
 - f. Other (Ethnicity noted)
 - 3. Quality Assurance
 - a. Describe the type of services each program delivers
 - b. Identify the unmet needs that supports the funding of each program
 - c. List other funding sources that support each program
 - d. How was service delivery effectiveness for each program measured
 - e. How was each program’s effectiveness measured
 - f. Discuss progress achieved toward meeting the unmet needs
 - g. How was client satisfaction measured
 - h. If concerns were discovered that required correction, what steps were taken to ensure the concerns were addressed
- C. Provide HHSA with a written Coordinator Report after each CAPC meeting, which details the progress of all activities referenced in accordance with Article I “Scope of Services.”

All required reports are to be sent as follows:

CAPC Liaison
County of El Dorado
Health and Human Services Agency
3057 Briw Road, Suite A
Placerville, CA 95667

Contractor(s) shall also provide assurance that it will, as requested, participate in independent evaluation(s) as may be conducted by County, State or Federal agencies.

ARTICLE VI

Mandated Reporter Requirements: Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as The Child Abuse and Neglect Reporting Act, and the Welfare and Institutions Code 15630 et seq. related to elder and dependent adults, as applicable.

ARTICLE VII

Fingerprinting: Pursuant to California Penal Code §11105.3(a), “Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of §15660 of the Welfare and Institutions Code of a person who applies for a license, employment, or volunteer position, in which he or she would have supervisory or disciplinary power over a minor or any person under his or her care.” Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers, and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement. Contractor further warrants that said employees, subcontractors, assignees, volunteers, and other persons have been cleared by Contractor to perform the services described in this Agreement. All fingerprinting services shall be at Contractor’s sole expense. More specifically, Contractor agrees that:

- A. Each applicant for paid or volunteer employment by Contractor who shall or may have a supervisory or disciplinary power over a minor or any person under his or her care shall be fingerprinted in order to determine whether they have a criminal history, which would compromise the safety of such minor, or person(s) under his or her care. All fingerprinting shall be at Contractor’s sole expense.
- B. The fingerprinting process as set forth above shall be completed and the results of the process shall be obtained before any of the Contractor’s employees, subcontractors, assignees or volunteers are assigned or permitted to work with any minor or person referred to Contractor by County. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation and (2) that the applicant understands that a background check shall be conducted and that he or she shall be immediately dismissed from employment if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.
- C. Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been fingerprinted, shall provide the date of said fingerprinting, and shall state whether the process has disclosed any criminal history of the individual,

which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice (“DOJ”) by Contractor shall be retained or disposed of pursuant to current DOJ directives.

ARTICLE VIII

Drug-Free Workplace: Contractor agrees to maintain a drug-free workplace and remain in compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. Chapter 10) and the California Drug-Free Workplace Act of 2000 (Gov't Code §8350 et seq.) and any subsequent amendments to either Act thereto. A “drug free workplace” means the site(s) for the performance of work done by Contractor at which Contractor and employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance. A list of controlled substances can be found in Schedules I through V of §202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation 21 CFR 1308.11 – 1308.15.

ARTICLE IX

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

- A. Verifying that the Medi-Cal beneficiary is eligible to receive Medi-Cal services at the time Client is referred for service; and
- B. Verifying the County of El Dorado as the responsible County; and
- C. Assessing for valid full scope aid codes; and
- D. Monthly verification of Client eligibility during the time that Contractor provides services to Client.

ARTICLE X

Non-Discrimination: Assurance of compliance with the County of El Dorado Health and Human Services Agency non-discrimination in State and Federally assisted programs requirements as follows:

Contractor hereby agrees that they shall comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84 and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are non-discriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious

creed, or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving Federal or State financial assistance; and hereby give assurance that it shall immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal and State assistance; and Contractor hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services ("CDSS") Manual of Policies and Procedures (MPP) Chapter 21, shall be prohibited.

By accepting this assurance, Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations, and permit authorized CDSS or Federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on Contractor directly or through contract, license, or other provider services, as long as it receives Federal or State assistance.

County policy is intended to be consistent with the provisions of all applicable State and Federal laws.

ARTICLE XI

Confidentiality and Information Security Provisions: Contractor shall comply with applicable Federal, State, and local laws and regulations, including but not limited to the Code of Federal Regulations ("CFR"), Title 45, parts 160-164, regarding the confidentiality and security of Personally Identifiable Information ("PII").

Personally Identifiable Information 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.

A. Permitted Uses and Disclosures of PII by Contractor.

1. Permitted Uses and Disclosures. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement

- provided that such use or disclosure would not violate Federal or State laws or regulations.
2. Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor shall:
 - a. Use and disclose only PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
 - b. Take all reasonable steps to destroy, or arrange for the destruction of a client's records within its custody or control containing personal information that is no longer to be retained by Contractor by (1) shredding, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.
- B. Responsibilities of Contractor.
1. Contractor agrees to safeguards:
 - a. To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
 - b. Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
 - c. Contractor shall implement a system to identify appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.
 2. Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - a. Network based firewall or personal firewall; and
 - b. Continuously updated anti-virus software; and
 - c. Patch-management process including installation of all operating system/software vendor security patches.
 3. Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors.
 4. Agents and Subcontractors of Contractor. The same restrictions and conditions that apply through this Agreement to Contractor, shall also apply to Contractor's subcontractors and agents.
 5. Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII or data, where the information or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two business days of discovery, at (530) 621-5565. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

ARTICLE XII

HIPAA Compliance: As a condition of Contractor performing services for the County of El Dorado, Contractor agrees to comply with County's Business Associate Agreement, for all

intents and purposes, attached hereto as Exhibit "E" (incorporated herein and made by reference a part hereof).

ARTICLE XIII

Release of Information: Contractor shall ensure that the County of El Dorado Health and Human Services Agency is included as a receiving party on all Release of Information forms used in the performance of services under this Agreement.

ARTICLE XIV

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 subcontractor 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 entitled, "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.

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.

ARTICLE XV

Accounting Systems and Financial Records: Contractor shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all federal funds received, including all matching funds from the State, County and any other local or private organizations. Contractor's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 Code of Federal Regulations (CFR), Part 92 and all current revisions of OMB Circular A-122. More particularly, Contractors are responsible for complying with OMB Circular A-122 and 45 CFR Part 92, and the allowability of the costs covered therein. Contractor must obtain written approval from HHS Executive Management prior to the expenditure of any "special" or unusual costs in order to avoid possible disallowances or disputes based on any potential unreasonableness or unallowability of expenditures as detailed under the specific cost principles of OMB Circular A-122. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the List of (CFR) Sections Affected (LSA) issued in the current month. The *Federal Register* home page (<http://www.gpoaccess.gov/nara/index.html>) offers links to both the *Federal Register* and the CFR. An electronic CFR (e-CFR) is available at <http://www.gpoaccess.gov/ecfr/>. The e-CFR is an unofficial editorial compilation of CFR material and *Federal Register* amendments. It is a current, daily updated version of the CFR; however, it is not an official legal edition of the CFR. Please note that on-line versions of the CFR may not be the most current available.

ARTICLE XVI

Annual Audit: Pursuant to the Single Audit Act and the Office of Management and Budget (OMB) Circular A-133, any entity that receives a total of \$500,000 or more per year in federal funds 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 County's Health and Human Services Agency at the address listed in Agreement's "Notice to parties" Article 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 County at the HHS address listed in Agreement's Article titled "Notice to Parties."

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ARTICLE XVII

Audit by California State Auditor: 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 purpose 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 longer period required by law.

ARTICLE XVIII

Transfer of Records: In the event that Contractor ceases operation, all files that are subject to audit shall be transferred to the County for proper storage of physical records and electronic data. Contractor shall notify County of impending closure as soon as such closure has been determined, and provide County with a complete list of records in its possession pertaining to County Clients and operational costs under this Agreement. County shall promptly advise Contractor which records are to be transferred to the custody of County. Contractor shall properly destroy records not transferred to custody of County, and Contractor shall provide documentation of proper destruction of all such records to County.

ARTICLE XIX

Compliance with All Federal, State and Local Laws and Regulations: Contractor shall comply with all Federal, State and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42USC12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from County's Health and Human Services Agency.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety, and health and sanitation regulations. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Contractor further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of El Dorado and all other appropriate governmental agencies and shall maintain these throughout the term of the Agreement.

ARTICLE XX

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 XXI

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 notice to HHSA and explicit authorization from HHSA.

ARTICLE XXII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE XXIII

Continuous Operation: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff required to meet applicable Federal, State, and County requirements, and which are necessary for the provision of services hereunder.

ARTICLE XXIV

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, the County of El Dorado 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.

ARTICLE XXV

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 XXVI

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 with 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. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** 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.
- D. **Termination or Cancellation Without Cause:** County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County without cause to other party for any reason. If such prior termination is effected, County shall pay for

satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XXVII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained herein this Agreement under the Article titled "**Notice to Parties.**" Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXVIII

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

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

Or to such other location as County directs with a copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
360 FAIR LANE, LOWER LEVEL
PLACERVILLE, CA 95667
ATTN: TERRI DALY, PURCHASING AGENT

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Notices to Contractor shall be addressed as follows:

EL DORADO COUNTY OFFICE OF EDUCATION
CAPC COORDINATOR
6767 GREEN VALLEY ROAD
PLACERVILLE, CA 95667

Or to such other location as Contractor directs.

ARTICLE XXIX

Indemnity: Contractor shall defend, indemnify and hold County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including 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 Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s) and employee(s) or any of these, except for the sole or active negligence of County, its officers and employees, or as expressly proscribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XXX

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:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
 1. If Contractor has no employees, they shall not be required to obtain Worker's Compensation and Employer's Liability insurance. Should, during the term of this Agreement, Contractor hire one or more employees who will provide any services related to this Agreement, Contractor shall immediately obtain full Workers' Compensation and Employers' Liability insurance and furnish County with certificate(s) for same.
- B. 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.
- C. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- D. Contractor shall furnish a certificate of insurance satisfactory to the Risk Manager as evidence that the above-required insurance is being maintained.
- E. 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.

- F. 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 for breach pursuant to the provisions contained herein this Agreement under the Article titled "Default, Termination, and Cancellation."
- G. 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.
- H. 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.
- I. 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.
- J. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- K. 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.
- L. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- M. 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.
- N. 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 XXXI

Interest of Public Official: No official or employee of the County of El Dorado who exercises any functions or responsibilities in review or approval of services to be provided by Contractor

under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any such official or employee of the County of El Dorado have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXXII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement.

Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XXXIII

Lobbying Certification: The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions. A copy of Form SF-LLL can be downloaded and completed at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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ARTICLE XXXIV

California Residency (Form 590): If Contractor is a California resident, Contractor must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. Contractor shall be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to Contractor during term of the Agreement. This requirement applies to any Agreement exceeding \$1,500.00.

ARTICLE XXXV

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXXVI

Taxpayer Identification Number (Form W-9) and 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.

ARTICLE XXXVII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of the County of El Dorado without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXXVIII

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.

ARTICLE XXXIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Mark Contois, Assistant Director, or successor.

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ARTICLE XL

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 XLI

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 XLII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall continue in full force and effect without being impaired or invalidate in any way.

ARTICLE XLIII

Venue: Any dispute resolution action rising out of this Agreement, including, but not limited to litigation, mediation or arbitration, shall be brought in the County of El Dorado, California, and shall be resolved in accordance with the laws, of the State of California.

ARTICLE XLIV

Litigation: County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.

Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

ARTICLE XLV

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.

ARTICLE XLVI

Conflict Prevention and Resolution: The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.

ARTICLE XLVII

Entire Agreement: This Agreement for Services #027-S1511 and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Mark A. Contois Dated: 5-15-14
Mark Contois
Assistant Director
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Don Ashton Dated: 5/14/2014
Don Ashton, M.P.A.
Director
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Services #027-S1511 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 6/17/14

By: *Norma Santiago*
Norma Santiago Chair
Board of Supervisors
"County"

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

By: *Marcie MacFarland*
Deputy Clerk

Dated: 6/17/14

-- CONTRACTOR --

EL DORADO COUNTY OFFICE OF EDUCATION

By: *J. Myers*
Jeremy M. Myers
Superintendent
"Contractor"

Dated: 5/25/14

By: *R. Montalbano*
Roberta Montalbano
Associate Superintendent
"Contractor"

Dated: 5-22-14

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Exhibit "A"

COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 1 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

BACKGROUND:

This policy applies to County officers and employees as well as members of boards and commissions required to travel in or out of county for the conduct of County business. This policy also provides for expenses of public employees from other jurisdictions when specifically referenced in policy provisions set forth below.

For ease of reference, the Travel Policy is presented in the following sections:

1. General Policy
2. Approvals Required
3. Travel Participants and Number
4. Mode of Transport
5. Reimbursement Rates
 - a. Maximum Rate Policy
 - b. Private Auto
 - c. Meals
 - d. Lodging
 - e. Other
6. Advance Payments
7. Compliance – Responsibility of Claimant
8. Procedures



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 2 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

POLICY:

1. **General Policy**
 - a. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.
 - b. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use. "Actual and necessary expenses" do not include alcoholic beverages.
 - c. Travel arrangements should be as economical as practical considering the travel purpose, traveler, time frame available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
 - d. Employees must obtain prior authorization for travel, i.e., obtain approvals before incurring costs and before commencing travel.
 - e. Receipts are required for reimbursement of lodging costs, registration fees, public transportation and for other expenses as specified, or as may be required by the County Auditor-Controller.



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 3 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

- f. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor and Chief Administrative Office.
- g. The Chief Administrative Officer may, at his or her sole discretion, authorize an exception to requirements set forth in this Travel policy, based on extenuating circumstances presented by the appropriate, responsible department head. Any exception granted by the Chief Administrative Office is to be applied on a case-by-case basis and does not set precedent for future policy unless it has been formally adopted by the Board of Supervisors.

2. Approvals Required

- a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.
- b. Chief Administrative Office approval is required when travel involves any of the following:
 - (1) Transportation by common carrier (except BART), e.g., air, train, bus.
 - (2) Car rental.



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 4 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

- (3) Out-of-county overnight travel.
- (4) Members of boards or commissions, or non-county personnel.
- (5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.

c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.

3. Travel Participants and Number

- a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.
- b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.
- c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 5 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

d. Non-County personnel travel expenses are not normally provided for since only costs incurred by and for county officers and employees on county business are reimbursable. However, reimbursement is allowable for county officers (elected officials and appointed department heads) and employees who have incurred expenses for non-county staff in the following circumstances.

- (1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.
- (2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for the purpose of discussing important issues related to County business and policies.
- (3) Transportation expenses for a group of County officers and employees and their consultants, and experts on a field trip to gain information necessary to the conduct of County business.
- (4) Lodging expenses for non-county personnel are NOT reimbursable except when special circumstances are noted and approved in advance by the Chief Administrative Office. Otherwise, such expenses must be part of a service contract in order to be paid.

4. Mode of Transport

- a. Transportation shall be by the least expensive and/or most reasonable means available.



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 6 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

- b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.
- c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.
- d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.
 - (1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head



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and Chief Administrative Officer. Justification for the use of the rental car must accompany that request. Rental car costs will not be reimbursed without prior authorization except in the case of emergencies. Exceptions may be granted at the sole discretion of the Chief Administrative Officer or designated CAO staff.

5. Reimbursement Rates

a. a. Maximum rates for reimbursement may not be exceeded unless due to special circumstances documented by the department head and approved by the Chief Administrative Officer. The amount of any reimbursement above the maximum shall be at the sole discretion of the Chief Administrative Officer.

b. Private Auto

Travel by private auto in the performance of "official County business" shall be reimbursed at the Federal rate as determined by the Internal Revenue Service.

Mileage for travel shall be computed from the employee's designated work place. If travel begins from the employee's residence, mileage shall be calculated from the residence or work place, whichever is less. (For example, an employee who lives in Cameron Park and drives to a meeting in Sacramento, leaving from the residence will be paid for mileage from the residence to Sacramento and back to the residence.)

The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County



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officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

c. Meals

Actual meal expenses, within maximum allowable rates set forth below, may be reimbursed routinely out-of-county travel, and for in-county overnight travel. Meals will not be provided for in-county travel or meetings which do not involve overnight lodging, unless special circumstances are involved such as the following:

- (1) When meals are approved as part of a program for special training sessions, conferences, and workshops;
- (2) When employees traveling from the western slope of the county to Lake Tahoe and vice-versa are required to spend the entire work day at that location;
- (3) When the Director of Human Resources deems it appropriate to provide meals to a Human Resources interview panel;
- (4) When Senior Managers and/or Executives of El Dorado County or the El Dorado County Water Agency meet with executives of other governmental agencies, community organizations, or private companies in a breakfast, lunch or dinner setting in order to conduct County business. While such meetings are discouraged unless absolutely necessary to the efficient conduct of County or Water Agency business, such expenses for County managers require approval by the Chief Administrative Officer.



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Actual costs of meals may be reimbursed up to a total of \$40 per day without regard to how much is spent on individual meals (e.g., breakfast, lunch, dinner, snacks), and without receipts. If an employee is on travel status for less than a full day, costs may be reimbursed for individual meals within the rates shown below.

Breakfasts may be reimbursed only if an employee's travel consists of at least 2 hours in duration before an employee's regular work hours. Dinner may be reimbursed if travel consists of at least 2 hours in duration after an employee's regular work hours.

Maximum Allowable Meal Reimbursement

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$20.00
Total for full day	\$40.00/day

d. Lodging

- (1) Lodging within county may be authorized by a department head if assigned activities require an employee to spend one or more nights in an area of the county which is distant from their place of residence (e.g., western slope employee assigned to 2-day activity in South Lake Tahoe).
- (2) Lodging may be reimbursed up to \$125 per night, plus tax, single occupancy. The Chief Administrative Office may approve extraordinary costs above these limits on a case by case basis when



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the responsible department head and Chief Administrative Office determine that higher cost is unavoidable, or is in the best interest of the County.

- (3) Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.
- (4) Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.

e. **Other Expenses**

All other reasonable and necessary expenses (i.e., parking, shuttle, taxi, etc.) will be reimbursed at cost if a receipt is submitted with the claim.

Receipts are required except for those charges where receipts are not customarily issued, for example, bridge tolls and snow chain installation and removal fees. When specific cost guidelines are not provided by the county, reasonableness of the expense shall be considered by the



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department head and Chief Administrative Officer before deciding whether to approve.

Reasonable costs for snow chain installation and removal may be claimed and reimbursed. The purchase cost of snow chains would not be an allowable charge against the county.

6. Advance Payments

The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%), but no less than \$50.00. The "out of pocket" expenses may include meals, taxi and public transportation, lodging, parking, and pre-registration costs.

7. Compliance - Claimant Responsibility

It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel and expense claims. Any form completed improperly or procedure not followed may result in the return of a claim without reimbursement.

8. Procedures:

- a. Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.
- b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.



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- c. Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor's Department.
- d. Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller's office within five (5) working days of the scheduled departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.
- e. Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.
- f. Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.
- g. Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing at the



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end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and payment within the same fiscal year as the expense was incurred.

h. Expense Claim Form

For the purpose of travel and meeting expenses, the claim form is to be used for payments to vendors. The employee must obtain Department Head approval and submit the claim to the Auditor's Office within sixty (60) days of the incurred expense.

Exhibit "B"



CDSS

CALIFORNIA
DEPARTMENT OF
SOCIAL SERVICES

COMMUNITY-BASED CHILD ABUSE PREVENTION PROGRAM (CBCAP)

**Office of Child Abuse Prevention
744 "P" Street, MS 8-11-82
Sacramento, CA 95814
916-651-6960**

www.childsworld.ca.gov/PG2289.htm

COMMUNITY-BASED CHILD ABUSE PREVENTION PROGRAM (CBCAP)

I. What is CBCAP?

CBCAP stands for Community-Based Child Abuse Prevention. It refers to specific types of child abuse prevention programs that exist in every state in the U.S.

II. Authorities

Federal: Title II of the Child Abuse Prevention and Treatment Act (CAPTA) Amendments of 1996 which was originally enacted in 1974. This Act was most recently amended and reauthorized on December 10, 2010, by the CAPTA Reauthorization Act of 2010 (P.L. 111-320).

State: Through an annual application process, the California Department of Social Services (CDSS) is designated by the Governor as the single state agency to administer and oversee the CBCAP Program. The Office of Child Abuse Prevention (OCAP), an office within the CDSS, is responsible for the oversight of CBCAP funds.

In accordance with the allocation formula contained in California Welfare and Institutions Code (W&IC) Section 18966.1(a), CBCAP funds are allocated annually to counties who have applied for the funds. The allocation formula is published in the annual All County Information Notice along with the each county's allocation.

Counties: According to the statute, counties receiving less than twenty thousand dollars (\$20,000) per year in their county Children's Trust Fund (CCTF) from birth certificate fees must use the amount of CBCAP funds necessary to bring the trust fund balance up to twenty thousand dollars (\$20,000). CBCAP funds deposited into the CCTF must adhere to CBCAP requirements.

In accordance with California W&IC Section 18966.1(a)(3) (d), the allocation of CBCAP funds to counties shall be contingent upon assurances that the counties will provide the OCAP all information necessary to meet federal reporting mandates.

III. Purpose

- A.** To support community-based efforts to develop, operate, expand, enhance, and coordinate initiatives, programs, and activities to prevent child abuse and neglect;
- B.** To support the coordination of resources and activities to better strengthen and support families to reduce the likelihood of child abuse and neglect; and
- C.** To foster understanding, appreciation and knowledge of diverse populations in order to effectively prevent and treat child abuse and neglect.

COMMUNITY-BASED CHILD ABUSE PREVENTION PROGRAM (CBCAP)

IV. Target Population

- **Public awareness and education about preventing child abuse and neglect targeting the general public.**
- **Vulnerable families at risk of abuse or neglect, including but not limited to:**
 - **Parents (all, new, teens, etc.)**
 - **Parents and/or children with disabilities**
 - **Racial and ethnic minorities**
 - **Members of underserved or underrepresented groups**
 - **Fathers**
 - **Homeless families and those at risk of homelessness**
 - **Unaccompanied homeless youth**
 - **Adult former victims of child abuse and neglect or domestic violence**

V. Use of Funds

CBCAP-funded activities are those designed to strengthen and support families to prevent child abuse and neglect. Allowable activities are described under Section 201(a)(1)(b) of the Act. These include but are not limited to:

- (1) **Developing, operating, expanding, and enhancing community-based, and prevention focused programs and activities that:**
 - a. **Offer assistance to families;**
 - b. **Provide early, comprehensive support for parents;**
 - c. **Promote the development of parenting skills, especially in young parents and parents with very young children;**
 - d. **Increase family stability;**
 - e. **Improve access to other formal and informal resources available within communities, including access to such resources and opportunities for unaccompanied homeless youth;**
 - f. **Support the additional needs of families with children with disabilities through respite care and other services;**

COMMUNITY-BASED CHILD ABUSE PREVENTION PROGRAM (CBCAP)

- g. Involve parents in the planning and program implementation of programs funded under this Title, including meaningful involvement of:
 - i. parents of children with disabilities,
 - ii. parents with disabilities,
 - iii. racial and ethnic minorities, and
 - iv. members of underrepresented and underserved groups;
 - h. Provide referrals to early health and developmental services;
 - i. Foster the development of a continuum of preventive services for children and families, including unaccompanied homeless youth, through State and community-based collaborations and partnerships, both public and private.
- (2) Start-up, maintenance, expansion, or redesign of specific family resource and support programs or community-based child abuse and neglect prevention program services such as, but not limited to:**
- a. respite care services,
 - b. disability services,
 - c. mental health services,
 - d. substance abuse treatment services,
 - e. domestic violence services,
 - f. housing services, transportation,
 - g. adult education,
 - h. home visiting, or
 - i. other similar services identified by the inventory and description of current services required under section 204(a)(3) as an unmet need, and integrated with the network of community-based family resource and support child abuse and neglect prevention program to the extent practicable given funding levels and community priorities;
- (3) Funding is maximized through leveraging of funds for the financing, planning, community mobilization, collaboration, assessment, information and referral, startup, training and technical assistance, information management and reporting, reporting and evaluation costs for establishing, operating, or expanding community-based and prevention-focused, programs and activities designed to strengthen and support families to prevent child abuse and neglect; and**

COMMUNITY-BASED CHILD ABUSE PREVENTION PROGRAM (CBCAP)

- (4) Public information activities that focus on the healthy and positive development of parents and children and promotion of child abuse and neglect prevention activities;
- (5) Programs are accessible, effective, culturally appropriate, and build upon existing strengths;
- (6) Evidence informed and evidence-based programs are highly encouraged.
- (7) Evaluation of funded program.

In general, these funds should be used to support primary prevention (a.k.a., universal) programs and strategies which are available to all families, as well as secondary (a.k.a., targeted) prevention efforts, which target children and families at risk for abuse or neglect.

Tertiary prevention addresses families that have already demonstrated the need for intervention and have an open child welfare case. These families are not eligible for services under the CBCAP program.

No more than ten (10) percent of funds may be used for administrative costs. Administrative (i.e. indirect) costs are defined as:

Costs incurred for common or joint objectives that cannot be identified specifically with a particular project, program, or organizational activity. Depreciation, software, and office equipment are examples of administrative costs.

Allowable costs that would not have been incurred had it not been for the program are direct program costs not administrative (e.g. program personnel, training, supplies, travel).

VI. Coordination and Collaboration with Related Prevention Efforts

The CBCAP program is specifically authorized to foster the development of a continuum of preventive services for children and families through State and community-based collaborations and public-private partnerships.

V. Program Requirements

Counties are not required to participate in the CBCAP Program. Counties who elect to participate in the CBCAP Program are required to meet the program requirements set forth in the CBCAP statute, California Child and Family Services Review (C-CFSR) system and the OCAP annual reporting process. Counties are required to apply for funds annually. The application process is released by the OCAP through an All County Letter.

COMMUNITY-BASED CHILD ABUSE PREVENTION PROGRAM (CBCAP)

VII. References

Regulations:

- Welfare and Institutions Code sections 18965; 18966; 18966.1; 18967; 18968

County Fiscal Letters:

- <http://www.cdss.ca.gov/lettersnotices/PG959.htm>

VIII. Program Resources

- Strengthening Families www.cssp.org
- Title II—Community Based Grants for the Prevention of Child Abuse and Neglect at Friends National Resource Center: <http://www.friendsnrc.org/cbcap>
- California Evidence-Based Clearinghouse www.cebc-4cw.org
- Family Development Matrix
<http://matrixoutcomesmodel.com/famdevmatrix.php>
- Strategies
<http://www.familyresourcecenters.net/>

EXHIBIT "C"



CDSS

CALIFORNIA
DEPARTMENT OF
SOCIAL SERVICES

PROMOTING SAFE AND STABLE FAMILIES PROGRAM (PSSF)

**Office of Child Abuse Prevention
744 "P" Street, MS 8-11-82
Sacramento, CA 95814
916-651-6960**

www.childsworld.ca.gov/PG2289.htm

PROMOTING SAFE AND STABLE FAMILIES (PSSF) PROGRAM

I. What is PSSF?

Promoting Safe and Stable Families (PSSF) is a federal program under Title IV-B, Subpart 2 of the Social Security Act for states to operate coordinated child and family services including community-based family support services, family preservation services, time-limited family reunification services and adoption promotion and support services to prevent child maltreatment among at-risk families, assure safety and stability of maltreated children, and support adoptive families.

II. Authority

Federal: The PSSF Program was first established as the Family Preservation and Support Services Program under the Omnibus Budget Reconciliation Act of 1993 (P.L. 103-66). In 1997, the program was reauthorized under the Adoption and Safe Families Act (P.L. 105-89) and was renamed the Promoting Safe and Stable Families Program (PSSF) with two additional service components put in place: time-limited reunification and adoption support services. The PSSF Amendment of 2001 (P.L. 107-133) extended the program through 2006 and the Child and Family Services Improvement Act (P.L. 109-288) reauthorized the program through FY 2011. More recently, the Child and Family Services Improvement and Innovation Act (P.L. 112-34) reauthorized the PSSF Program through FY 2016.

State: Funding under the PSSF Program is distributed to states under a formula grant based on the number of children receiving Supplemental Nutrition Assistance Program benefits. States are permitted to use 10% of the funding for administrative costs. To maintain eligibility, states must provide a 25% state match. Additionally, the California Department of Social Services (CDSS) must meet a \$13,200,000 Maintenance of Effort (MOE). The MOE was established when CDSS first began participation in the PSSF Program in FFY 1994. The CDSS has continued to meet both the 25% match and MOE requirements via State Family Preservation (SFP) Program expenditures.

The Office of Child Abuse Prevention (OCAP) within the California Department of Social Services (CDSS) has been designated by the Governor as the single state agency to administer and oversee the funds. The OCAP provides training and technical assistance through its consultants, departmental resources and subcontractors.

Counties: Eighty-five percent of California's PSSF funds are allocated to counties. County allocations are based on the number of children zero to 17 years of age and the number of children in poverty residing in the county. In order to ensure an adequate level of funding for smaller counties, the minimum PSSF county allocation is \$10,000. The county child welfare agency must administer PSSF funds at the local level and is responsible for adhering to the PSSF assurances.

Under Assembly Bill 118, SFP funds were realigned to local revenue funds. If every county that operated a SFP Program in FY 2011-12 continues to expend funds at the same level in ongoing FYs, California's match and MOE will continue to be met.

III. Purpose

The four PSSF Program components: (1) family preservation, (2) community-based family support, (3) time-limited family reunification and (4) adoption promotion and support, are intended to provide coordinated services for children and families across the continuum from prevention to treatment

PROMOTING SAFE AND STABLE FAMILIES (PSSF) PROGRAM

through aftercare. The objective, target population and allowable services and activities for each component are described in the tables below.

IV. Target Populations & Allowable Activities

1. Family Preservation	
Objective	
To prevent maltreatment among at-risk families through the provision of community-based, supportive family services for children and families designed to help families (including adoptive and extended families) at risk or in crisis.	
Target Population	
<ul style="list-style-type: none"> • Vulnerable families with children that are at risk of abuse or neglect. • Families that have one or more risk factors. • Families that have already demonstrated the need for intervention and have an open child welfare case. • Services may be provided for youth being served by child welfare and probation agencies that have met Title IV-E eligibility requirements and are in a qualified placement setting. 	
Allowable Services and Activities (include but are not limited to)	
<ul style="list-style-type: none"> • Services designed to help children, where safe and appropriate: <ul style="list-style-type: none"> ○ Return to families from which they have been removed. ○ Be placed for adoption with a legal guardian. ○ If adoption or legal guardianship is determined not to be safe, in some other planned permanent living arrangement. • Pre-placement preventive services programs: <ul style="list-style-type: none"> ○ Intensive family preservation/maintenance programs, designed to help children at risk of foster care placement remain safely with their families. • Service programs designed to provide follow-up care to families to whom a child has been returned after a foster care placement. • Respite care to children to provide temporary relief for parents and other caregivers (including foster parents). • Services designed to improve parenting skills (by reinforcing parents' confidence in their strengths, and helping them to identify where improvement is needed and to obtain assistance in improving those skills) with respect to matters such as child development, family budgeting, coping with stress, health and nutrition. • Infant safe haven programs to provide a way for a parent to safely relinquish a newborn infant at a safe haven designated pursuant to state law (i.e. Safely Surrendered Babies). 	
Services Frequently Supported by Family Preservation Funding (not to be exhaustive)	
<ul style="list-style-type: none"> Adult Education* Assessment/Screening* Case Management* Child Care (Temporary) Concrete Supports* Domestic Violence Services 	<ul style="list-style-type: none"> Mental Health Services* MDT Services* Parent Education* & Parent Support Groups Peer Counseling/Peer Mentoring Respite*

PROMOTING SAFE AND STABLE FAMILIES (PSSF) PROGRAM

Drop-In Center (FRC/Other) Early Developmental Screening Health Services* Home Visiting Programs Infant Safe Haven Programs	Substance Abuse Treatment Services* Transportation Youth Programs* * = see Service Categories link under References
2. Community-Based Family Support Services ¹	
Objective	
To assure children's safety within the home and to preserve intact families in which children have been maltreated.	
Target Population	
<ul style="list-style-type: none"> • Vulnerable families with children that are at risk of abuse or neglect. • Families that have one or more risk factors. • Families that have already demonstrated the need for intervention and have an open child welfare case. • Services may be provided for youth being served by child welfare and probation agencies that have met Title IV-E eligibility requirements and are in a qualified placement setting. 	
Allowed Services or Activities (including but not limited to)	
<ul style="list-style-type: none"> • Service that promote the safety and well-being of children and families. • Services that increase the strength and stability of families (including adoptive, foster, and extended families). • Services that increase parents' confidence and competence in their parenting abilities. • Services that afford children a safe, stable, and supportive family environment. • Services that strengthen parental relationships and promote healthy marriages. • Services that enhance child development, including through mentoring². 	
(Continued)	
Adult Education Assessment/Screening* Case Management* Child Care (Temporary) Concrete Supports* Domestic Violence Services Drop-In Center (FRC/Other) Early Development Screening Health or Mental Health Services*	Home Visiting Programs Housing Services MDT Services* Parent Education* & Parent Support Groups Peer Counseling/Peer Mentoring Respite* Substance Abuse Treatment Services* Transportation Youth Programs*

¹ Community-based services refers to programs delivered in accessible settings in the community and responsive to the needs of the community and the individuals and families residing therein. These services may be provided under public or private nonprofit auspices (45 CFR 1357.10(e)).

² Mentoring, as defined in section 6254(b)(2), is a structured, managed program in which children are appropriately matched with screened and trained adult volunteers for one-on-one relationships, involving meetings and activities on a regular basis, intended to meet, in part, the child's need for involvement with a caring and supportive adult who provides a positive role model.

PROMOTING SAFE AND STABLE FAMILIES (PSSF) PROGRAM

3. Time-Limited Family Reunification

Objective

To address the problems of families whose children have been placed in foster care so that reunification may occur safely and timely.

Target Population

- Children that are removed from their home and placed in a foster family home or a child care institution.
- Parents or primary caregiver of such a child, in order to facilitate the reunification of the child, safely, appropriately and in a timely fashion, but only during the 15-month period that begins on the date the child is considered to have entered foster care.

Available Services and Activities

- Individual, group, and family counseling
- Inpatient, residential, or outpatient substance abuse treatment services
- Mental health services
- Assistance to address domestic violence
- Temporary child care and therapeutic services for families, including crisis nurseries.
- Peer-to-peer mentoring and support groups for parents and primary caregivers
- Services/activities that facilitate access to and visitation of children by parents and siblings.
- Transportation to or from any of the services and activities described above

Child Care (Temporary)
 Domestic Violence Services
 Mental Health Services*
 Parent/Caregiver Support Groups
 Parent/Sibling Visitation Activities*

Peer Counseling/Peer Mentoring
 Respite*
 Substance Abuse Treatment Services*
 Transportation

4. Adoption Promotion and Support Services

To support adoptive families by providing support services necessary for them to make a lifetime commitment to children.

Services and activities are designed to encourage more adoptions out of the foster care system, when adoptions promote the best interests of children, including such activities designed to expedite the adoption process and support adoptive families.

PROMOTING SAFE AND STABLE FAMILIES (PSSF) PROGRAM

Target Population	
<ul style="list-style-type: none"> • Current dependents in the foster care system with a case plan goal of adoption. • Children whom have had a finalized adoption and their adoptive families and families exploring adoption. • Services may be provided for youth being served by child welfare and probation agencies that have met Title IV-E eligibility requirements and are in a qualified placement setting. 	
Allowable Services and Activities (include but are not limited to)	
<ul style="list-style-type: none"> • Pre- and post-adoptive services designed to support adoptive families so that they can make a lifetime commitment to their children • Activities designed to expedite the adoption process and support adoptive families 	
Services Frequently Supported by Adoptions, Promotion, and Support (not an exhaustive list)	
<ul style="list-style-type: none"> Adoptive Parent Recruitment Adult Education* Assessment/Screening* Case Management Child Care Concrete Supports* Drop-in Center (FRC/Center) Health Services* Livescan Fees 	<ul style="list-style-type: none"> Mental Health* MDT Services* Parent Support Group* Parenting Education* Peer Counseling/Peer Mentoring Respite* Transportation Youth Programs*

* = see Service Categories link under References

V. Use of Funds

A minimum of 20% of the total county annual PSSF allocation must be spent under each of the four program components. Counties have flexibility in how the remaining 20 percent is expended.

No more than ten percent of each county's allocation may be used for administrative costs. Administrative (i.e. indirect) costs are defined as:

Costs incurred for common or joint objectives that cannot be identified specifically with a particular project, program, or organizational activity. Depreciation, software, and office equipment are examples of administrative costs.

Allowable costs that would not have been incurred had it not been for the program are direct program costs not administrative (e.g. program staff, training, supplies, travel).

VI. Program Requirements

The PSSF Program is not an entitlement program and counties must meet program requirements through the County Self-Assessment (CSA) and System Improvement Plan (SIP) components of the California Child and Family Services Review (C-CFSR) as well as submittal of the CAPIT/CBCAP/PSSF Annual Report. Counties must:

- A. Establish a local planning body and develop county plans as required by CDSS. The county Board of Supervisors (BOS) shall oversee the local planning process and approve each plan before it is transmitted to CDSS for approval. The planning process shall include:

PROMOTING SAFE AND STABLE FAMILIES (PSSF) PROGRAM

1. Broad involvement and consultation with a wide-range of appropriate public and private non-profit agencies and community-based organizations and parents, including parents who have been involved with or are currently receiving child welfare services;
 2. Coordination in the provision of services for children and families;
 3. Collection of information to help determine at-risk populations, target areas, assess service needs, identify gaps in services, select priorities for funding and services, formulate goals and objectives and develop opportunities for bringing more effective and accessible services for children and families;
 4. A description of services to be provided. For each service provide a description of:
 - a. The population to be served;
 - b. The geographic area where services will be provided;
 - c. The number of individuals and families to be served.
- B. Utilize a quality assurance process that:
1. Evaluates the adequacy and quality of services provided;
 2. Identifies the strengths and needs of the service delivery system evaluated;
 3. Provides reports on the quality of services evaluated and needs for improvement.

Whether funds are used for in-house services or contracted with a provider, the county is required to report on the progress achieved with these services, participation rates (services and ethnic groups), and the quality assurance methods during the CAPIT/CBCAP/PSSF Annual Report.

VII. References

42 U.S.C. 629: Subpart 2, Promoting Safe and Stable Families

45 CFR 1357: Title IV-B Requirements

Omnibus Budget Reconciliation Act of 1993 (Public Law 103-66)

Promoting Safe and Stable Families Amendment of 2001 (Public Law 107-133)

Welfare and Institutions Code Section 16600-16605

Assembly Bill 118 (Chapter 40, Statutes of 2011)

Child and Family Services Improvement Act of 2006 (Public Law 109-288)

Child and Family Services Improvement and Innovation Act (Public Law 112-34)

County Fiscal Letters

Service Categories

VIII. Program Resources

- The California Evidence-Based Clearinghouse
www.cebc4cw.org
- Strengthening Families
<http://www.cssp.org/reform/strengthening-families>
- Strategies
<http://www.familyresourcecenters.net/>
- Family Development Matrix
<http://matrixoutcomesmodel.com/famdevmatrix.php>

EXHIBIT D

Child Abuse Prevention Council Coordinator Invoice

Claimant Name: El Dorado County Office of Education
Address: 6767 Green Valley Road, Placerville, CA 95667
Phone: 530/622-7130 Fax: 530/295-1273 E-mail: EBlakemore@edcoe.org
Services: Child Abuse Prevention Council Coordination Activities
Vendor Number: 002628

1. Submit Original CAPC Invoice to: CAPC Chair, El Dorado County Child Abuse Prevention Council
Attn: Elizabeth Blakemore
P. O. Box 347
Diamond Springs, CA 95619

2. Submit CAPC Chair Approved Original to: County of El Dorado Health and Human Services Agency
Attn: CAPC Liaison
3057 Briw Ridge Road, Suite A
Placerville, CA 95667

Agreement #: (Enter Agreement Number)		Agreement Term (Enter Agreement Term)			
Service Month: (Enter Current Service Month)		Fiscal Year: (Enter Current Fiscal Year)			
Billing Category		Category Maximum Amount for Current Fiscal Year	Amount Billed This Period	Amount Billed YTD	Category Balance Remaining in Fiscal Year
A	Coordinator Salary and Benefits				
B	Administrative Overhead, Supplies, And Equipment				
C	Conference Attendance-Coordinator				
D	Conference Attendance-CAPC Members				
E	Child Abuse Prevention Month Activities				
F	Community Child Abuse Prevention Education				
G	Community Education Events**				
H	Special Projects-CAPC Approved**				
I	Parent Leadership Development				
J	Strengthening Families-Protective Factors Framework and Family Support				
Total Fiscal Year Not-To-Exceed Contract Amount					

** Contractor will receive written notice budget notice from HHSA, upon HHSA's receipt of State allocation.

I certify below that I am the duly appointed, qualified, and acting officer of the herein-named claimant, that the costs being claimed herein are in all respects true and correct and that the net amount claimed above has not been previously presented to or reimbursed through the Health and Human Services Agency (HHSA).

Name of CAPC Coordinator

Signature of CAPC Coordinator

Date

I certify below that, as Chair or Vice-Chair of the El Dorado County Child Abuse Prevention Council, I have reviewed the content of this invoice, have received relevant reports, and approve this invoice for payment.

Name of CAPC Chair/Co-Chair

Signature of CAPC Chair/Co-Chair

Date

I certify below that, as CAPC Liaison for the HHSA with responsibility for monitoring this Agreement, I have reviewed the contents of this invoice, have received relevant reports, and approve this invoice for payment.

Name of HHSA CAPC Liaison

Signature of HHSA CAPC Liaison

Date

Exhibit “E”
HIPAA Business Associate Agreement

This 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 (hereinafter referred to as Business Associate (“BA”)) entered into the Underlying Agreement pursuant to which BA 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 disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103 ; and

WHEREAS, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103; 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);

WHEREAS, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

WHEREAS, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

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 BA of County Disclosed PHI
 - A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
 - 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, BA 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 BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
 - (3) Disclose PHI as necessary for BA's operations only if:
 - (a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (i) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
 - (ii) The third party will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
 - (4) 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.
 - (5) Not disclose PHI disclosed to BA 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.
 - (6) De-identify any and all PHI of County received by BA 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. BA 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 BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
 - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308,164.310,164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.

- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
 - C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
 - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment, and Disclosure Accounting. BA 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. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
 - B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if know, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy

of the individual's authorization, or a copy of the written request for disclosure.

- (2) Within in 30 days of notice by the County, BA agrees to provide to County 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.
- D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary") , BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.

5. Obligations of County.

- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will promptly notify BA 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 BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.
- D. County shall not request BA 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 BA 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 BA, or created or received by BA 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 BA, the County shall either:
 - (1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
 - (2) Immediately terminate this Agreement if the BA 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 BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
 - (2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity

- A. BA 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 (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under 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 to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA 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 against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its 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 BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA 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 BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

- D. 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 Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
 - E. 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.