

**AGREEMENT BETWEEN
THE COUNTY OF TUOLUMNE,
THROUGH ITS CHILD WELFARE SERVICES DEPARTMENT
AND
THE COUNTY OF CALAVERAS,
THROUGH ITS CHILD WELFARE SERVICES DIVISION
FOR
SENSITIVE CHILD WELFARE INVESTIGATION AND CASE MANAGEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into this 17th day of January, 2019, by and between the County of Tuolumne, a political subdivision of the State of California, (“County”), and the County of Calaveras, a political subdivision of the State of California (“Contractor”).

WITNESSETH:

WHEREAS, County received a child welfare referral on January 16, 2019 (“Sensitive Referral”), involving facts County considers to create an actual or perceived conflict of interest impacting County’s ongoing involvement in the matter; and

WHEREAS, Contractor has indicated willingness to provide investigation and case management services related to the Sensitive Referral in light of the actual or perceived conflict of interest, and

WHEREAS, County and Contractor wish to enter into an agreement for Contractor to perform investigation and case management services in this Sensitive Referral;

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. SERVICES

County shall coordinate with Contractor to facilitate a smooth transition of investigatory and case management responsibilities of the Sensitive Referral to Contractor. County shall provide logistical and material support for any assigned Contractor staff in the investigation and or management of the Sensitive Referral, including, but not limited to workspace, computer access, and phone access in the County Child Welfare Services office and/or other County facilities related to investigation and case management. County shall provide any necessary legal clerk services for the matter, including filing, provision of notice, and service of legal documents.

Contractor shall provide child welfare investigation and case management services including, but not limited investigation, drafting of petitions, reports and other court documents, arranging and facilitating visitation, court appearances and testimony, and any other necessary case management activities related to the Sensitive Referral, including Resource Family Approval and placement assessments. Any assigned

Contractor social worker(s) shall report directly to their supervisor at Contractor, and all case management decision making shall be conducted internally with Contractor, without the involvement of County Child Welfare Services. These services shall be provided up to the same professional standards as exercised for Contractor cases, and as required by law. Contractor shall effectively coordinate with County Counsel and/or any other attorney retained by Tuolumne for this Sensitive Referral in addressing relevant legal issues in the investigation and management of this Sensitive Referral.

2. TERM

The term of this Agreement shall commence on January 16, 2019 and terminate on June 30, 2020 unless extended as provided by this Agreement.

3. COMPENSATION

County shall compensate Contractor for services provided herein, at a rate of \$49.53 per hour for oversight provided by the Social Worker Supervisor and \$40.90 per hour for services provided by a Social Worker, and shall reimburse Calaveras for the cost of services provided to the family, not to exceed \$60,745.46. Tuolumne shall pay Calaveras within thirty (30) days of receipt of an invoice.

Contractor reserves the right to modify the hourly rates, based off of actual costs, but not to exceed amount of the contract. This modification must be agreed upon mutually between both parties pursuant to Section 17 of this Agreement.

4. TERMINATION

This AGREEMENT may be terminated by either party upon the giving of thirty (30) days' advance written notice of an intention to terminate.

5. INSURANCE

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

6. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(5) **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the County.

(7) **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7. NON-ASSIGNMENT

Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.

8. RECORDS

All Parties subject to this Agreement shall maintain a record of services provided in sufficient detail to permit an evaluation of the Agreement. All such records shall be made available during normal business hours to authorized representatives of County, Agency, State, and Federal governments during the term of this Agreement and during the period of record retention for the purpose of program review and/or fiscal audit.

9. COMPLIANCE WITH LAWS/POLICIES

The parties shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to each party's respective performance under this Agreement

All services performed by the parties under this Agreement shall be in strict conformance with all applicable federal, state and/or local laws and regulations relating to confidentiality, including, but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812, 22 California Code of Regulations section 51009, and

42 Code of Federal Regulations section 2.1 et seq., to the extent such laws and regulations apply.

10. CONFIDENTIALITY

Contractor agrees to protect the rights of consumers and shall comply with applicable laws and regulations, including but not limited to California W & I Code § 5328; and 45 Code of Federal Regulations, (C.F.R.) § 205.50; 42 C.F.R. Part 2 and 45 C.F.R. Parts 160 and 164 regarding the confidentiality of patient information.

Contractor shall not use identifying information for any purpose other than carrying out the obligation under this contract. Contractor shall not disclose, except as otherwise specifically permitted by the contract, or authorized by the client/patient, any such identifying information to anyone other than the State without prior written authorization from the State in accordance with State and Federal laws.

For the purposes of the above paragraphs, identifying information shall include, but not be limited to: name, identifying number, symbol, or other identifying particular assigned the individual. Contractor agrees to comply with the provisions of Public Law 104-191, known as The Health Insurance Portability and Accountability Act of 1996 (HIPAA).

11. NON-DISCRIMINATION

During the performance of this Agreement, the parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

12. RELATIONSHIP OF PARTIES

It is understood that this is an Agreement by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

13. NO THIRD PARTY BENEFICIARIES

County and Contractor agree it is their specific intent that no other person or entity shall be a party to or a third party beneficiary of this Agreement or and attachment or addenda to this Agreement.

14. INDEMNIFICATION

Contractor shall, to the extent allowed by law, indemnify, defend, and hold harmless the County, its officers, agents, and employees from and against any and all claims, demands, liability costs of expenses of any nature, including court costs and attorney fees, arising out of Contractor's performance of its obligations under this Contract. This obligation to

defend and indemnify County does not include claims which arise solely from the active negligence of County or County's employees.

County shall, to the extent allowed by law, indemnify, defend, and hold harmless the Contractor, its officers, agents, and employees from and against any and all claims, demands, liability costs of expenses of any nature, including court costs and attorney fees, arising out of County's performance of its obligations under this Contract. This obligation to defend and indemnify Contractor does not include claims which arise solely from the active negligence of Contractor or Contractor's employees.

15. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

COUNTY OF CALAVERAS:

Kristin Brinks, Health and Human
Services Agency Director
County of Calaveras
509 East St. Charles St.
San Andreas, CA 95249

COUNTY OF TUOLUMNE:

Ann Connolly, Human Services Agency Director
County of Tuolumne
20075 Cedar Road N.
Sonora, CA 95370
Phone: (209) 533-5711
Fax: (209) 533 5714

16. RIGHT TO AUDIT, INSPECT AND COPY RECORDS

Contractor agrees to permit County and any authorized State or Federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement.

17. ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the entire Agreement between the County and Contractor and supersedes all prior negotiations, representations, or Agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

Notwithstanding any of the provisions of this Agreement, the parties may mutually agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or amendment to said Agreement not incorporated herein shall be binding on any of the parties hereto.

18. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

19. CAPTIONS

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. CONTROLLING LAW

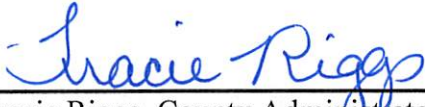



The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

21. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first herein above written.

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| COUNTY OF TUOLUMNE:  Tracie Riggs, County Administrator | COUNTY OF CALAVERAS: |
|  Ann Connolly, Human Services Agency Director | Kristin Brinks, Health and Human Services Agency Director |
| APPROVED AS TO LEGAL FORM:  Cody M. Nesper, Deputy County Counsel | APPROVED AS TO LEGAL FORM:  Sarah DeKay, Deputy County Counsel |