

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

<input checked="" type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 7 PAGES	AGREEMENT NUMBER 19-5006	AMENDMENT NUMBER A1	Purchasing Authority Number
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

County of Lake Department of Social Services

CONTRACTOR NAME

California Department of Social Services

2. The term of this Agreement is:

START DATE

July 01, 2019

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement after this Amendment is:

\$130,434.00 One Hundred Thirty Thousand Four Hundred Thirty-Four Dollars and 00/100

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Receivable Agreement 19-5006 originally made and entered into on July 01, 2019, is hereby amended on this day of July 01, 2023 in the following particulars and no others:

A. STD 213A, item 3, the maximum amount payable of this Agreement is hereby amended to read: increase the maximum amount payable by \$21,739.00 from \$108,695.00 to \$130,434.00. The maximum amount payable under this Agreement shall not exceed \$130,434.00.

B. Exhibit A - Scope of Work is hereby amended to update Agreement language in Sections I. Background, III. Responsibilities of the Parties, and V. Project Representatives.

C. Exhibit B - Budget and Budget Justification is hereby amended to update Agreement Language and reimbursement terms.

D. Exhibit B - Attachment 1 - Composite Budget for Tier 1 Counties is hereby amended to update budget amounts for fiscal year 23/24.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

California Department of Social Services

CONTRACTOR BUSINESS ADDRESS

744 P Street, MS 9-6-747

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Daniel Schott

TITLE

SSM II, Non-IT Contracts

CONTRACTOR AUTHORIZED SIGNATURE

Daniel SchottDigitally signed by Daniel Schott
Date: 2023.08.09 08:53:26 -07'00'

DATE SIGNED

08/09/2023

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT - AMENDMENT

SCO ID: 5180-195006-A1

STD 213A (Rev. 4/2020)

AGREEMENT NUMBER 19-5006	AMENDMENT NUMBER A1	Purchasing Authority Number
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 7 PAGES

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

County of Lake Department of Social Services

CONTRACTING AGENCY ADDRESS

P.O. Box 9000

CITY

Lower Lake

STATE

CA

ZIP

95457

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
19-5006	A1	

ATTEST: SUSAN PARKER
Clerk to the Board of Supervisors

By: _____

APPROVED AS TO FORM:
Lloyd C. Guintivano
County Counsel

By:  _____

**REVISED EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

I. Background

In accordance with 45 C.F.R. 1355.34(c) and California Welfare and Institutions Code (WIC) Section 10601.2(a), local county child welfare agencies are responsible for implementing a qualitative case review process for child welfare services by child welfare and probation agencies. All 58 counties in California are required to complete a review of randomly sampled cases based on the combined caseload size of the county probation agency and child welfare agency, including both in-home and out-of-home cases. Cases are pulled on a continuous quarterly basis and provided to each county by the California Department of Social Services (CDSS). Cases from the entire continuum of child welfare, from investigation through adoption, are subject to review.

All cases must be reviewed in accordance with state and federal policies and procedures utilizing the federal Onsite Review Instrument (OSRI), which is published by the Children's Bureau of the Administration for Children and Families. Generally, cases are reviewed by designated county staff reviewers. Upon completion of each case review, the county conducts a first level Quality Assurance (QA) process to maintain the integrity of the review. Each county designates certified review staff to conduct initial QA. Additionally, CDSS staff conducts second level QA reviews on a select subset of cases reviewed for each county.

II. Purpose

Lake County (County) and CDSS (hereinafter referred to individually as "Party" or collectively as "Parties") hereby enter into this Agreement for conducting, at the County's option, either first-level QA or Case review and first-level QA.

III. Responsibilities of the Parties

A. Lake County Responsibilities

1. Within ~~40~~ **eight (8)** business days of receiving a case list, **coordinate with the CDSS to** evaluate the case list for possible case eliminations based on a set of pre-determined elimination criteria and submit case inquiry form to CDSS requesting elimination of any cases believed by the County to meet elimination criteria. The request must contain sufficient information regarding the specific criteria for CDSS to make a final determination.
2. Coordinate with the CDSS to secure key participant interviews including, but not limited to, identifying, contacting and scheduling interviews when the County has selected Section B, Option 1.
3. Track and address safety and policy concerns.

4. Identify at least one staff with Online Monitoring System (OMS) **and Salesforce** access to coordinate with the CDSS and act as a point of contact.
5. Prepare all necessary case files and provide access to all needed case records.
6. Provide appropriate workspace for the duration of the case review and QA process including, but not limited to:
 - a. Internet, telephone, and printer access; and
 - b. Private interview room.
7. **Submit monthly one third of quarterly required cases when the County has selected Section B, Option 2.**

B. CDSS Responsibilities.

(Please select one of the two options below indicating your election.)

OPTION 1 - CDSS Responsibilities: Case Review and Quality Assurance

1. Review the case record and submit a case inquiry for elimination or retention as determined by the case circumstances. If CDSS determines a case is appropriate for elimination a replacement case is transmitted to the county.
2. Complete the OSRI.
3. Report all safety and policy concerns to the county contact to ensure a plan is in place to address concerns.
4. CDSS Case Review staff will review the case and ~~county level QA~~ information in the OMS. The CDSS Case Review staff will then set-up debriefs with counties in person or remotely via phone or online meeting.
5. Identify and interview case review key participants in collaboration with the county contact.
6. Follow security, retention, and destruction policies for case review material.
7. Perform first-level QA.
8. Provide feedback and technical assistance on the accuracy of the case review.
9. Report out aggregate case review findings.
10. Provide OMS access to the county contact.

OPTION 2 - CDSS Responsibilities: Quality Assurance Only

1. Report all safety and policy concerns to the county contact to ensure a plan is in place to address concerns.
2. CDSS Case Review staff ~~will~~ may facilitate a review of the case and county-level QA information in the OMS with the county review staff. The CDSS Case Review staff will ~~then~~ set-up debriefs with counties in person or remotely via phone or online meeting at the request of the county.
3. Perform first-level QA.
4. Provide feedback and technical assistance to the reviewer on the accuracy of the case review.
5. Report out aggregate case review findings.
6. Provide OMS access to the county contact.

IV. Additional Terms

1. This Agreement is available only to Tier 1 and Tier 2 counties, as described in Exhibit B. The composite budget for each fiscal year and each Tier is described in Exhibit B, Attachment 1.
2. If the County enters this Agreement after Quarter 1 of the state fiscal year has begun, the following applies:
 - a. The Agreement will go into effect at the beginning of the following Quarter.
 - b. The CDSS will be responsible for a pro-rated number of cases.
 - c. The County will reimburse the CDSS at a pro-rated cost, to be determined by the parties.
3. The pro-rated cost is based on the quarter the County enters the Agreement and only applies to the first year of the Agreement. In the remaining fiscal years, the CDSS will be reimbursed for the full amount per Exhibit B and Exhibit B, Attachment1.
4. Either party may terminate this Agreement on a state fiscal year basis by providing written notice to the Project Representative of the other party. Notice must be provided no later than March 1st for termination of the Agreement prior to the start of the next state fiscal year.
5. Except as provided herein, this Agreement cannot be changed unless agreed to by written amendment signed by the Parties by persons with authority to bind their respective agencies.

V. Project Representatives

The Project Representatives during the term of this Agreement will be:

CDSS

~~Robert Eldridge~~ **Kristina Morris**
Contract Manager
744 P. Street, M.S. 8-12-91
Sacramento, CA 95814
(916) ~~651-6398~~ **639-5316**
~~Robert Eldridge~~ **Kristina.Morris@dss.ca.gov**

Lake County

~~Betsy Wetmore~~ **Kim Costa**
~~Contract Coordinator~~ **Program**
Manager II
P.O. Box 9000
Lower Lake, CA 95457
(707) ~~995-4681~~ **262-4546**
~~Betsy.Wetmore@lakecountyca.gov~~
Kim.Costa@lakecountyca.gov

The Project Representatives may be changed by written notice to the other party, within ten (10) working days of the change. Said changes shall not require an amendment to this Agreement.

**Revised Exhibit B
Budget and Budget Justification**

Case Review Allocation Funding

Counties are provided ~~an allocation~~ **funding including state general fund and a county match** for staffing for case review activities in the form of a Full Time Equivalent (FTE). The number of FTEs (and corresponding ~~allocation~~ **funding** amount) is determined based on the combined number of child welfare and probation cases per county. There is a total of four different tiers:

- 1.) Counties that have ~~0-99 cases~~ **an average of between 40-89 cases available for sampling per quarter** perform 8 case reviews per year and are allocated 1 FTE.
 - a. **Counties that have an average of 39 or less cases available for sampling per quarter perform 1-4 case reviews per year.**
- 2.) Counties that have **an average of between 90-399** ~~100-299 cases~~ **available for sampling per quarter** perform 20 case reviews per year and are allocated 2 FTEs.
- 3.) Counties that have **an average of between 300-999 cases** ~~400-999 cases~~ **available for sampling per quarter** perform ~~70~~**48** case reviews per year and are allocated 3 FTEs.
- 4.) Counties that have **an average of 1,000 or more cases available for sampling per quarter** perform 100 case reviews per year and are allocated 4 FTEs.

Case Review Agreement Options and Costs

Only those counties who fall into Tier 1 or 2 can enter this Agreement with CDSS for case reviews. Counties in Tier 1 are allocated ~~\$43,477~~**\$86,954** annually for case review activities. Counties in Tier 2 are allocated ~~\$86,955~~**\$173,910** annually for case review activities. If County enter this Agreement after Quarter 1 has begun, the County will reimburse the CDSS at a pro-rated rate cost. In addition, the CDSS would be responsible for a pro-rated number of cases. If County opt out of this Agreement written notice must be provided no later than March 1st.

For purposes of this Agreement, County may opt to have CDSS complete all elements of case review, including completion of the case review and first level quality assurance on behalf of the County or they may opt to only contract with CDSS for the first level quality assurance and maintain the responsibility for completing the case review components. Depending on what option the County selects, the following applies:

Option 1: CDSS Conducted Case Review & Quality Assurance – For this option, CDSS would invoice the County for up to 90 percent of the County allocation (**inclusive of both state general fund and county match**).

- CDSS would invoice Tier 1 counties for up to ~~\$39,129~~**\$78,259** (90 percent of ~~\$43,477~~**\$86,954**).
- CDSS would invoice Tier 2 counties for up to ~~\$78,260~~**\$156,519** (90 percent of ~~\$86,955~~**\$173,910**).

Option 2: CDSS Conducted Quality Assurance - For this option, CDSS would invoice the County for 25 percent of the County allocation (**inclusive of both state general fund and county match**).

- CDSS would invoice Tier 1 counties for up to ~~\$10,869~~**\$21,739** (25 percent of ~~\$43,477~~**\$86,954**).
- CDSS would invoice Tier 2 counties for up to ~~\$21,739~~**\$43,478** (25 percent of ~~\$86,955~~**\$173,910**).

**Revised Exhibit B
Budget and Budget Justification**

Note: For both Options 1 and 2 CDSS will continue to bill based on actual cost from the County Expenditure Claim.

Composite Budget for Tier 1 Counties:
 Estimate for Entire Proposed Project Period
 07/01/2019 to 06/30/2024

Please check one of the two check boxes below indicating your preference.

Option 1 – Case Review and Quality Assurance

From: To:	07/01/2019 06/30/2020	07/01/2020 06/30/2021	07/01/2021 06/30/2022	07/01/2022 06/30/2023	07/01/2023 06/30/2024	
Total Estimated Annual Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Total Estimated Costs for Project Period
Case Review and Quality Assurance	\$78,260	\$78,260	\$78,260	\$78,260	\$78,260	\$391,300

Option 2 – Quality Assurance Only

From: To:	07/01/2019 06/30/2020	07/01/2020 06/30/2021	07/01/2021 06/30/2022	07/01/2022 06/30/2023	07/01/2023 06/30/2024	
Total Estimated Annual Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Total Estimated Costs for Project Period
Quality Assurance	\$21,739	\$21,739	\$21,739	\$21,739	\$21,739 43,478	\$108,695 130,434

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-5006

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

County of Lake Department of Social Services

CONTRACTOR NAME

California Department of Social Services

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$108,695.00 One Hundred Eight Thousand Six Hundred Ninety-Five Dollars and 00/100

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit A - Attachment 1	General Terms and Conditions	6
Exhibit B	Budget and Budget Justification	1
Exhibit B - Attachment 1	Composite Budget for Tier One Counties	1
Exhibit C	State of California Public Liability and Workers' Compensation Insurance	1
Exhibit D	State of California Automobile Liability/Physical Damage Insurance	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

California Department of Social Services

CONTRACTOR BUSINESS ADDRESS

744 P Street, M.S. 9-6-747

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Marissa Enos

TITLE

Section Chief, Contracts and Purchasing Bureau

CONTRACTOR AUTHORIZED SIGNATURE

Marissa Enos

DATE SIGNED

6/29/2020

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT

AGREEMENT NUMBER
19-5006

PURCHASING AUTHORITY NUMBER (if Applicable)

STD 213 (Rev.03/2019)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

County of Lake Department of Social Services

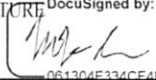
CONTRACTING AGENCY ADDRESS

P. O. Box 9000

PRINTED NAME OF PERSON SIGNING

Moke Simon

CONTRACTING AGENCY AUTHORIZED SIGNATURE DocuSigned by:



CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL



CITY

Lower Lake

STATE

CA

ZIP

9S457

TITLE

Chair, Board of Supervisors

DATE SIGNED

06/02/2020

EXEMPTION (if Applicable)

Agreement 19-5006
COSS/County of Lake Department of Social Services

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as set forth

below: **COUNTY OF LAKE**

CDSS

DocuSigned by:

Moke Simon

081304E334CF4EB

Moke Simon, Chair
Board of Supervisors

5/12/2020

Date

Marissa Enos

Marissa Enos, Section Chief
Contracts and Purchasing Bureau

6/29/2020

Date

APPROVED AS TO FORM:

Anita L. Grant

Anita L. Grant, County Counsel

ATTEST: Carol J. Huchingson, Clerk
to the Board of Supervisors

DocuSigned by:

Carolyn Purdy

By Carolyn Purdy, Deputy

50D12FBF224047C...



**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

I. Background

In accordance with 45 C.F.R. 1355.34(c) and California Welfare and Institutions Code (WIC) Section 10601.2(a), local county child welfare agencies are responsible for implementing a qualitative case review process for child welfare services by child welfare and probation agencies. All 58 counties in California are required to complete a review of randomly sampled cases based on the combined caseload size of the county probation agency and child welfare agency, including both in-home and out-of-home cases. Cases are pulled on a continuous quarterly basis and provided to each county by the California Department of Social Services (CDSS). Cases from the entire continuum of child welfare, from investigation through adoption, are subject to review.

All cases must be reviewed in accordance with state and federal policies and procedures utilizing the federal Onsite Review Instrument (OSRI), which is published by the Children's Bureau of the Administration for Children and Families. Generally, cases are reviewed by designated county staff reviewers. Upon completion of each case review, the county conducts a first level Quality Assurance (QA) process to maintain the integrity of the review. Each county designates certified review staff to conduct initial QA. Additionally, CDSS staff conducts QA reviews on a select subset of cases reviewed for each county.

II. Purpose

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III. Responsibilities of the Parties

A. Lake County Responsibilities

1. Within 10 business days of receiving a case list, evaluate the case list for possible case eliminations based on a set of pre-determined elimination criteria and submit case inquiry form to CDSS requesting elimination of any cases believed by the County to meet elimination criteria. The request must contain sufficient information regarding the specific criteria for CDSS to make a final determination.
2. Coordinate with the CDSS to secure key participant interviews including, but not limited to, identifying, contacting and scheduling interviews when the County has selected Section B, Option 1.
3. Track and address safety and policy concerns.
4. Identify at least one staff with Online Monitoring System (OMS) access to coordinate with the CDSS and act as a point of contact.
5. Prepare all necessary case files and provide access to all needed case records.

6. Provide appropriate work space for the duration of the case review and QA process including, but not limited to:
 - a. Internet, telephone, and printer access; and
 - b. Private interview room.

B. CDSS Responsibilities.

(Please select one of the two options below indicating your election.)

OPTION 1 - CDSS Responsibilities: Case Review and Quality Assurance

1. Review the case record and submit a case inquiry for elimination or retention as determined by the case circumstances. If CDSS determines a case is appropriate for elimination a replacement case is transmitted to the county.
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4. CDSS Case Review staff will review the case and county-level QA information in the OMS. The CDSS Case Review staff will then set-up debriefs with counties in person or remotely via phone or online meeting.
5. Identify and interview case review key participants in collaboration with the county contact.
6. Follow security, retention, and destruction policies for case review material.
7. Perform first-level QA.
8. Provide feedback and technical assistance on the accuracy of the case review.
9. Report out aggregate case review findings.
10. Provide OMS access to the county contact.

OPTION 2 - CDSS Responsibilities: Quality Assurance Only

1. Report all safety and policy concerns to the county contact to ensure a plan is in place to address concerns.
2. CDSS Case Review staff will review the case and county-level QA information in the OMS. The CDSS Case Review staff will then set-up debriefs with counties in person or remotely via phone or online meeting.
3. Perform first-level QA.

4. Provide feedback and technical assistance to the reviewer on the accuracy of the case review.
5. Report out aggregate case review findings.
6. Provide OMS access to the county contact.

IV. Additional Terms

1. This Agreement is available only to Tier 1 and Tier 2 counties, as described in Exhibit B. The composite budget for each fiscal year and each Tier is described in Exhibit B, Attachment 1.
2. If the County enters this Agreement after Quarter 1 of the state fiscal year has begun, the following applies:
 - a. The Agreement will go into effect at the beginning of the following Quarter.
 - b. The CDSS will be responsible for a pro-rated number of cases.
 - c. The County will reimburse the CDSS at a pro-rated cost, to be determined by the parties.
3. The pro-rated cost is based on the quarter the County enters the Agreement and only applies to the first year of the Agreement. In the remaining fiscal years, the CDSS will be reimbursed for the full amount per Exhibit B and Exhibit B, Attachment 1.
4. Either party may terminate this Agreement on a state fiscal year basis by providing written notice to the Project Representative of the other party. Notice must be provided no later than March 1st for termination of the Agreement prior to the start of the next state fiscal year.
5. Except as provided herein, this Agreement cannot be changed unless agreed to by written amendment signed by the Parties by persons with authority to bind their respective agencies.

V. Project Representatives

The Project Representatives during the term of this Agreement will be:

CDSS

Robert Eldridge
Contract Manager
744 P. Street, M.S. 8-12-91
Sacramento, CA 95814
(916) 651-6398
Robert.Eldridge@dss.ca.gov

Lake County

Betzy Wetmore
Contract Coordinator
P.O. Box 9000
Lower Lake, CA 95457
(707) 995-4681
Betzy.Wetmore@lakecountyca.gov

The Project Representatives may be changed by written notice to the other party, within ten (10) working days of the change. Said changes shall not require an amendment to this Agreement.

GENERAL TERMS AND CONDITIONS

1. Indemnification

Claims Arising from Acts or Omissions of the County of Lake Department of Social Services (County)

The County hereby agrees to defend and indemnify the California Department of Social Services, its agents, officers, and employees (hereinafter collectively referred to as the (CDSS), from any claim, action or proceeding against the CDSS, arising out of acts or omissions of the County in the performance of this Agreement. At its discretion, the CDSS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this Agreement. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

2. Relationship Of The Parties

The CDSS is acting as a contractor for the delivery of the services; this is not a joint venture agreement between the Parties. It is understood by both Parties that this Agreement does not create an employer-employee relationship between the Parties. Each Party agrees that it shall not enter into agreements or make representations or promises on behalf of the other Party.

3. Insurance Requirements

The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or connection with the performance of services under this Agreement by CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with Exhibit C, incorporated herein by reference.

The CDSS' self-insurance for liabilities (Exhibit D) from the use of land motor vehicles includes owned, non-owned, and hired vehicles used by CDSS' employees in the performance of services.

4. Maintenance Of Records

The Parties shall keep and maintain an accurate record of the cases reviewed for the purposes of the CFSR Case Review process. The CDSS and the County shall keep a copy of all invoices presented to the County on a bi-yearly basis. All such records shall be made available to the County, its authorized representative, or officials of the State of California for review and audit during normal business hours, upon reasonable advance notice.

5. Retention Of Records For Audit Purposes

The CDSS shall maintain and preserve all records related to this Agreement for a period of five years from the close of the fiscal year in which final payment is made. Such records shall be maintained for a five-year period or retained for a longer duration, if an audit involving the records is then pending. The obligation to insure the maintenance of the records beyond the initial five-year period shall only arise if notice is provided to the CDSS of the commencement of the audit prior to the expiration of the five-year period.

6. Conflict Of Interest

The Parties agree to enforce the requirements of the California Government Code, Sections 1090 through 1099 and Sections 87100 through 87105, including regulations promulgated by the California Fair Practices Commission, to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

7. Change In Statutes or Regulations

If there is a change of statute or regulations applicable to the performance of this Agreement, both Parties agree to be governed by the new provisions, unless either Party gives notice to terminate pursuant to the terms of this Agreement or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Agreement.

8. Time is of the Essence

Time is of the essence for the performance of the services of this Agreement. Each Party shall promptly perform the services and responsibilities described in the Agreement and promptly comply with each term and condition.

9. Time

Each of the Parties to this Agreement shall devote such time to the performance of the services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of the obligations of this Agreement. Neither Party shall be considered to be in default of this Agreement to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

10. Modification

No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by both Parties.

11. Nondiscrimination

The Parties shall not discriminate in the employment of persons necessary to perform this Agreement on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person. In the provision of services each Party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination. The Parties warrant and represent that each is aware and shall follow: 1) the Federal Civil Rights Act of 1964 (Act) and all amendments, administrative rules and regulations issued pursuant to this Act; and 2) the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) and the regulations promulgated to enforce the Fair Employment and Housing Act. The Parties agree to include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform services under this Agreement.

12. Bankruptcy

The Parties shall immediately notify the other in the event that either ceases conducting business in the normal manner or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business on assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

13. Prohibition Against Assignment And Delegation Of Duties

Except as specifically authorized within the Agreement, no rights may be assigned and no duties under this Agreement may be delegated by the Parties without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be void.

14. Negotiated Contract

The Agreement has been arrived at through negotiation between the Parties. Neither Party is to be deemed the Party which prepared this contract within the meaning of California Civil Code, Section 1654.

15. Severability

Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision. All other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this Agreement are declared to be severable.

16. Entire Agreement

This Agreement is the entire agreement of the Parties for the performance of services. There are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached hereto or incorporated by reference. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the Parties.

17. Notice

Notices to the Parties in connection with the administration of this Agreement shall be given to the Parties' Project Representative personally or by regular mail as more particularly specified in this paragraph. Notices will be deemed given on:

- a. The day the notice is personally delivered to the Party's Project Representative as specified in the Exhibit A, Scope of Work, page 3, Section D; or
- b. Five days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative as indicated in Section D, with first-class postage fully prepaid.

18. Partial Invalidity

Should any part, term, portion, or provision of this Agreement be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into in the first place.

19. Responsibility Of Project Representatives

All matters concerning the administration of this Agreement, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the Party's employee specified, in writing, by the Project Representative.

20. Waiver

Waiver by either Party of a breach of any covenant of this Agreement will not be construed to be a continuing waiver of any subsequent breach. A Party's receipt of consideration with knowledge of the other's violation of a covenant does not waive the Party's right to enforce any covenant of this Agreement. However, neither Party shall waive any provision of this Agreement unless the waiver is not against public policy or current laws, in writing, signed by a representative of each Party with the authority to sign, and signed by all Parties.

21. Authority and Capacity

Each Party and each Party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The Parties also warrant that any signed amendment or modification to the Agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

22. Binding On Successors

All of the conditions, covenants, and terms identified in this Agreement apply to any successor or assignee of the Parties to this Agreement with each assignee or successor held jointly and severally liable under this Agreement. However, no assignment or subcontract of either Party is permitted, except with the prior written authorization of the other Party.

23. Cumulative Remedies

All of the various rights, powers, and remedies of the Parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a Party might otherwise have in the event of a breach or default of any condition, covenant, or term by the other Party. The exercise of any single right, option, election, power, or remedy shall not in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

24. Independent Advice

Each Party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other Party. Each Party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such Party willingly foregoes any such consultation.

25. No Reliance On Representations

Each Party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other Party with respect to the facts involved or its rights or duties. Each Party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each Party further understands that it is responsible for verifying the representations of law or fact provided by the other Party.

26. Confidentiality

The CDSS and County staff will comply with the provision of W&IC, Section 10850 and Family Code, Section 9200 et seq. to assure that all records concerning individuals made or kept by any officer or agency in connection with the administration of any service under this Agreement will be kept confidential. The CDSS and the County will maintain the confidentiality of all information and records in accordance with current laws, regulations and policies. Exchange of information will be for the purpose of promoting the best interests of the child and the administration of the program.

Each County and the CDSS will maintain their own confidentiality regulations and guidelines to review and follow. The location of those guidelines shall be made known to all employees. The CDSS and the County agree to inform its employees, agents, and subcontractors of the confidentiality provisions and further agree that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor.

27. Mailing Of Confidential Information

The Parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are double enveloped with the interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require that the records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

28. Transporting Records

The Parties agree that all records containing personal or confidential information shall be transported in a secure manner. When using a third Party who is not a Party to this Agreement to transport records to the other Party, the Parties each agree to notify the other before sending records to the other containing personal or confidential information, as defined in law. Notice may be provided electronically, but receipt of the message must be confirmed before commencing the transport of the records to the other Party. Additionally, except for personal delivery by a representative of the Parties a bonded courier service shall be used. The records shall be securely double-enveloped or boxed with the interior envelope or box identified as confidential and properly addressed to the intended recipient/employee. Upon delivery, the courier shall obtain a signed acknowledgement of receipt from the entity receiving the

documents. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

29. Form 700

All employees and managers required to file an annual Form 700 pursuant to the Conflict of Interest Code and/or Government Code, Section 87200 do so with the CDSS' Central Office located at 744 P Street, MS 8-12-31, Sacramento, CA 95814.

30. Venue

It is agreed by the Parties to this Agreement that, unless expressly waived by the CDSS, any action brought to enforce any of the provisions of this Agreement for declaratory relief shall be filed in and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

31. Controlling Law

The validity, interpretation and performance of this Agreement shall be construed under the laws of the State of California, or when applicable federal law.

32. Captions

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

33. Definitions

"Shall" and "will" and "agrees" are mandatory. "May" is permissive.

34. Identifying Agreed Upon Changes to the Agreement

The Parties agree that every amendment shall identify in typed print strike-through the words of the Agreement to be deleted by the amendment and no longer applicable to the Agreement; and new words added by the amendment shall be identified in bold font and underlined. For a subsequent amendment, the words deleted by the prior amendment with the strike-through shall not be included; and the words previously bolded in the prior amendment shall no longer be bolded.

Amendments to the Agreement may be made in whole or in part, as appropriate and selected by the Parties.

**Exhibit B
Budget and Budget Justification**

Case Review Allocation

Counties are provided an allocation for staffing for case review activities in the form of a Full Time Equivalent (FTE). The number of FTEs (and corresponding allocation amount) is determined based on the combined number of child welfare and probation cases per county. There is a total of four different tiers:

- 1.) Counties that have 0-99 cases perform 8 case reviews per year and are allocated 1 FTE.
- 2.) Counties that have 100-299 cases perform 20 case reviews per year and are allocated 2 FTEs.
- 3.) Counties that have 300-999 cases perform 70 case reviews per year and are allocated 3 FTEs.
- 4.) Counties that have 1,000 or more cases perform 100 case reviews per year and are allocated 4 FTEs.

Case Review Agreement Options and Costs

Only those counties who fall into Tier 1 or 2 can enter this Agreement with CDSS for case reviews. Counties in Tier 1 are allocated \$43,477 annually for case review activities. Counties in Tier 2 are allocated \$86,955 annually for case review activities. If County enter this Agreement after Quarter 1 has begun, the County will reimburse the CDSS at a pro-rated rate cost. In addition, the CDSS would be responsible for a pro-rated number of cases. If County opt out of this Agreement written notice must be provided no later than March 1st.

For purposes of this Agreement, County may opt to have CDSS complete all elements of case review, including completion of the case review and first level quality assurance on behalf of the County or they may opt to only contract with CDSS for the first level quality assurance and maintain the responsibility for completing the case review components. Depending on what option the County selects, the following applies:

Option 1: CDSS Conducted Case Review & Quality Assurance – For this option, CDSS would invoice the County for up to 90 percent of the County allocation.

- CDSS would invoice Tier 1 counties for up to \$39,129 (90 percent of \$43,477).
- CDSS would invoice Tier 2 counties for up to \$78,260 (90 percent of \$86,955).

Option 2: CDSS Conducted Quality Assurance - For this option, CDSS would invoice the County for 25 percent of the County allocation.

- CDSS would invoice Tier 1 counties for up to \$10,869 (25 percent of \$43,477).
- CDSS would invoice Tier 2 counties for up to \$21,739 (25 percent of \$86,955).



January 16, 2019

**STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION
INSURANCE FISCAL YEAR JULY 1, 2019 / JUNE 30, 2020**

Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

A handwritten signature in black ink, appearing to read "Lynan Graf", is written over the typed name.

Lynan Graf,
Associate Risk Analyst
Office of Risk and Insurance Management
Insurance Services Unit
Phone: (916) 376-5290
Fax: (916) 376-5275
Lynan.graf@dgs.ca.gov



January 16, 2019

**STATE OF CALIFORNIA AUTOMOBILE
LIABILITY / PHYSICAL DAMAGE
FISCAL YEAR JULY 1, 2019 / JUNE 30, 2020**

To Whom It May Concern:

Please accept this letter as certification that the State of California has elected to be self-insured for liability and physical damage arising out of the ownership, maintenance, and operation of land motor vehicles.

Under this program, the Office of Risk and Insurance Management administers liability claims arising out of the operation of the vehicle. Physical Damage to such vehicle may be reimbursed by the Employing State Agency in accordance with State Administrative Manual (SAM) sections 2420 and 4116.

Sincerely,

A handwritten signature in black ink that reads "Lynan Graf". The signature is written in a cursive style with a large, looping "G" at the end.

Lynan Graf
Department of General Services
Associate Risk Analyst
(916) 376-5290
Lynan.Graf@dgs.ca.gov