

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 35 PAGES

AGREEMENT NUMBER

23-5021

AMENDMENT NUMBER

A1

Purchasing Authority Number

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

07/01/2023

THROUGH END DATE

12/31/9999

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

\$1,218,968.00 One Million Two Hundred Eighteen Thousand Nine Hundred Sixty-Eight 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Receivable Agreement 23-5021 originally made and entered into on July 1, 2023, is hereby amended on this day of July 1, 2023 in the following particulars and no others.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 \$151,500 from \$1,067,468.00 to \$1,218,968.00. The maximum amount payable under this Agreement shall not exceed \$1,218,968.00.

B. Exhibit A - Scope of Work is hereby amended to include sections for Resource Family Approval (RFA) Family Evaluation and Home Health and Safety Assessment.

C. Exhibit B - General Terms and Conditions is hereby amended to update line 19 - Budget Statement.

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, M.S. 9-6-747

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Steven Del Rio

TITLE

Chief, Contracts and Procurement Services

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT - AMENDMENT

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AGREEMENT NUMBER

23-5021

AMENDMENT NUMBER

A1

Purchasing Authority Number

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

Bruno Sabatier

TITLE

Chair, Board of Supervisors

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

COUNTY OF LAKE seeks to retain services from the CALIFORNIA DEPARTMENT OF SOCIAL SERVICES (CDSS)

CDSS agrees to provide Lake County pursuant to the terms of this agreement.

Agency Adoption Services – Exhibit A

Resource Family Approval Family Evaluations – Exhibit A-1

Resource Family Approval Home Health and Safety Assessments – Exhibit A-2

General Terms and Conditions – Exhibit B

IN WITNESS WHEREOF, the Parties hereunto have executed this Contract on the date written below.

COUNTY OF LAKE: _____

CONTRACTOR: _____

Chair, Board of Supervisors

By: _____

Date: _____

Date: _____

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)**

I. SCOPE OF WORK

The California Department of Social Services, (hereinafter referred to as the CDSS) agrees to provide to County of Lake, ~~through its Department of Social Services~~ (hereinafter referred to as County), agency adoption services under the authority of Welfare and Institutions Code (~~W&IC~~ **WIC**) ~~Section~~ 16130 and in accordance with Title 22 California Code of Regulations (CCR) ~~Sections~~ 35127.1 through 35231. The CDSS shall provide the following adoption services:

- A. Consult and review of children in out of home care who need permanence through adoption.
- B. Assess and provide a written analysis of the adoptability of a child pursuant to ~~W&IC~~ **WIC** ~~Sections~~ 361.5, 366.21, 366.22 or 366.25.
- C. Inform caregivers and birth families of provisions and availability of kinship adoptions, post adoption contact agreements, and related services.
- D. Provide relinquishment services for birth/legal parents who are considering the option of adoption.
- E. Complete the adoptions final report for the Interstate Compact on the Placement of Children (ICPC) when the adoption shall be finalized in a California court, when applicable.
- F. Make preliminary assessments and written reports concerning the prospective adoptive parents for the ~~W&IC~~ **WIC** ~~Section~~ 366.26 hearing. The CDSS shall provide testimony for contested hearings regarding the reports as requested by the County Counsel.
- G. Match and place children for adoption with a licensed or approved caregiver.
- H. Review and provide medical and social background information concerning a child and their birth parents to adoptive parents at the time of the adoptive placement.
- I. Retain adoption case management responsibility until finalization of the adoption or dismissal of dependency.

(1) When the CDSS has exclusive care and control of the child, pursuant to a court order or contract with a County, the County Social Worker shall continue to visit with the child every month while the CDSS

Adoptions Specialist is required to visit with the child at least every 90 days.

(1) **(2)** After a court order terminating parental rights to the child, and once the CDSS assumes exclusive care and control of the child, the County may use the CDSS Adoption Specialist's in-person visit as a county contact if the visit meets the requirements contained in ACL 19-87 and the California Code of Regulations, Child Welfare Services **CDSS** Manual of Policies and Procedures (**MPP**), Division 31-320. **This means that approximately every three (3) months, the County may rely on the contact made by the CDSS for visitation compliance purposes, if the requirements contained in ACL 19-87 and MPP 31-320 are met.**

J. Supervise adoptive placements until finalization and provide post adoptive placement services to families.

K. Establish and assess for Adoption Assistance Program (AAP) eligibility and benefits pursuant to governing laws and the County programs regarding AAP eligibility (i.e., ~~W&IC~~ **WIC** ~~S~~sections 16115-16123 and Title 22 CCR ~~S~~section 35325 et seq).

L. Provide other appropriate and necessary adoption services as needed.

II. THE CDSS AND COUNTY AGREE TO COORDINATE EFFORTS IN THE FOLLOWING AREAS:

A. Promote permanence for children who are in out of home care.

B. Exchange information about dependent children and keep each other informed of general progress in cases involving children in out of home placement and changes that may affect the casework provided by the other Party. This exchange may include, but is not limited to, any information (e.g., complaints, concerns, licensing or Resource Family Approval (RFA) written directive violations) that would reflect the suitability of the prospective adoptive family or their ability to provide appropriate care for a child.

C. Keep each other informed of general progress in the case and changes that may affect the casework provided by the other Party, including potential placement changes.

D. Notify the other Party before taking any action that may have the potential to disrupt or terminate placement unless events are of an emergency nature or are so serious that immediate action is required to protect the child from harm.

E. Establish mutually agreed upon timelines for joint reviews, referrals and reports required by the CDSS, County, or the juvenile court.

- F. Provide written materials or reports required to carry out effective adoption planning and to meet the mandates of the juvenile court.
- G. Work jointly and share responsibilities to recruit and train an adequate pool of families to serve the permanency needs of children.
- H. Ensure payment of AAP benefits in compliance with Title 22 CCR ~~S~~section 35325 et seq.
- I. Use the Child Welfare Services/Case Management System (CWS/CMS) or the Child Welfare Services/California Automated Response and Engagement System (CWS/CARES) to record information and case activities for dependent children and foster families.
- J. Provide other appropriate and necessary coordination as needed.
- K. Services for the child before a permanent plan is determined.
 - 1. The County and the CDSS Shall:
 - a. Jointly assess the child pursuant to ~~W&IC WIC S~~section 361.5(g) and before the filing date of a report recommending that Family Reunification (FR) services not be provided.
 - b. Jointly assess the child approximately 90 days before the 6-month and 12-month review hearings required by ~~W&IC WIC S~~section 366.21, the 18-month review hearing required by ~~W&IC WIC S~~section 366.22, and the 24-month review hearing required by ~~W&IC WIC S~~section 366.25, as appropriate.
 - c. Jointly assess relatives and/or other potential caregivers that are being considered as permanency resources for a child prior to placement or as soon thereafter as possible. Both the CDSS and the County shall comply with all home approval and placement statutes and regulations that are applicable to each agency.
 - 2. The County Shall:
 - a. Complete the RFA application approvals.
 - b. Refer children in out of home care for a joint assessment prior to FR services being terminated.
 - c. Identify and search for all of the child's presumed and alleged parents and document search efforts, including, but not limited to, providing the CDSS with current and past marital history including dates and places

of marriage and divorce. Also, oObtain birth records on the child as soon as possible.

- d. Determine whether the child is Native American and whether the Indian Child Welfare Act is applicable. If the child has possible Indian ancestry, the County shall complete the process of notifying all possible tribes and documenting this in court. **All required forms are to be completed pursuant to CA Rule of Court 5.481; 25 C.F.R. §23.107(c); Family Code sections 177(a) and 180; Probate Code sections 1459.5(b) and 1460.2; and WIC sections 224.2 and 224.3. The county shall provide, to the CDSS, copies of the court filed Judicial Council forms: ICWA-010(A) (Indian Child Inquiry Attachment), ICWA-030 (Notice of Child Custody Proceeding for Indian Child) and ICWA-020 (Parental Notification of Indian Status).**

- (1) Inquiry should be thoroughly documented in the case file and on the ICWA-010(A) form.**
- (2) When there is reason to know the child is or may be an Indian child, the ICWA-030 form shall be completed.**

There is “reason to know” the child is an Indian child whenever anyone informs the court or agency that the child is an Indian child, the residence or domicile of the child or parents or Indian custodian is on a reservation or in an Alaska Native village, anyone informs the court or agency that it has information indicating the child is an Indian child, the child is or has been under the jurisdiction of a tribal court, or the child or parent(s) possess an identification card indicating membership or citizenship in an Indian tribe. The ICWA-030 form must be completed anytime there is reason to know the child is an Indian child, even if a Tribe confirms informally that a child is eligible for membership.

- (3) Parents or guardians must complete the ICWA-020 form at their first court appearance).**

If the parent, Indian custodian, or guardian does not appear at the first hearing, or is unavailable at the initiation of a proceeding, the court must order the person or entity that has the inquiry duty pursuant to the CA Rule of Court 5.481(a)(3) to use reasonable diligence to find and inform the parent, Indian custodian, or guardian that the court has ordered the

parent, Indian custodian, or guardian to complete the ICWA-020 form.

- e. Share with the CDSS background information as it is obtained about the child, including developmental history, psychological and family health history.
- f. Advise the birth parent of the option of forgoing FR services and/or relinquishing parental rights. Contact the CDSS if the parent indicates an interest in relinquishment or would like additional information about relinquishment or adoption.
- g. Provide a written referral to the CDSS when FR services are not ordered (~~W&IC WIC~~ ~~§~~section 361.5), when FR services are terminated due to an order by the court (~~W&IC WIC~~ ~~§~~section 360, if applicable, or ~~§~~sections 366.21, 366.22 or 366.25), or when a referral is made for the child before termination of services. Provide all necessary documents to the CDSS, in order to carry out adoption services, including the RFA written report when the child is placed with an approved Resource Family.
- h. ~~Until otherwise notified by the CDSS, provide child abuse and neglect reports and information concerning prospective adoptive parents when requested by the CDSS.~~ **a written summary of the Department of Justice criminal record clearance(s) for all prospective adoptive parent(s) and all other adults residing in the home, when requested by the CDSS.**
- ~~i. Until otherwise notified by the CDSS, provide Department of Justice criminal record clearance(s) of the prospective adoptive parent(s) and other adults residing in the home when requested by the CDSS.~~
j. **i.** Work with the CDSS to prepare a report for the ~~W&IC WIC~~ ~~§~~section 366.26 hearing. The County social worker's portion of the report shall include:
 - (1) An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.
 - (2) A review of the amount and nature of contact between the child and parent(s) since placement.
 - (3) A summary of current search efforts for any absent parent.

- ~~(4) Documentation of the relationship of the child to any caretaker, the duration and character of the relationship, the motivation for seeking adoption, and a statement from the child about placement and permanence (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).~~
- ~~(5) A preliminary assessment of the eligibility and commitment of any identified prospective caretaker to provide permanence for the child. The assessment will contain a social history, including screening for criminal records and prior referrals for child abuse or neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of an adoption.~~
- k. l. Provide or purchase Psychological Evaluations and Competency Statements in cases where they are required by statute, regulation, or court order.
- ± k. Retain case management responsibility until finalization of the adoption or dismissal of dependency.
- (1) When the CDSS has exclusive care and control of the child, pursuant to a court order or contract with a County, the County Social Worker shall continue to visit with the child every month while the CDSS Adoptions Specialist is required to visit with the child at least every 90 days.**
- ~~(4)~~ **(2)** After a court order terminating parental rights to the child, and once the CDSS assumes exclusive care and control of the child, the County may use the CDSS Adoption Specialist's in-person visit as a county contact if the visit meets the requirements contained in ACL 19-87 and the California Code of Regulations, Child Welfare Services Manual of Policies and Procedures **MPP**, Division 31-320. **This means that approximately every three (3) months, the County may rely on the contact made by the CDSS for visitation compliance purposes, if the requirements contained in ACL 19-87 and MPP 31-320 are met.**
- m. l. Send notice of hearing, the social worker's court report, and the judge's court orders to the CDSS' Adoptions Regional Office for W&IC ~~WIC~~ **S**ections 360, 361.5(g), 366.21, 366.22, 366.25, and 366.26 hearings, as applicable, and any subsequent hearings. Send notice of any appeals filed concerning juvenile court actions, and the appellate court's decisions, to the CDSS.

- ~~n.~~ **m.** Prepare a court report every six months for the juvenile court to identify progress towards the goal of adoption. Attach the adoption status report provided by the CDSS.
- ~~o.~~ **n.** Determine the child's Title IV-E (federal) eligibility and provide AAP payments as directed by the CDSS to adopting parents. The County shall provide Notice of Action and AAP reassessment forms as required.
- ~~p.~~ **o.** Send all court orders to the CDSS within 30 calendar days after the date of the court hearing.
- ~~q.~~ **p.** Transfer primary assignment on the CWS/CMS or the CWS/CARES application to the CDSS' Adoptions Regional Office before closing CWS services case.

3. The CDSS Shall:

- a. Assess the child with the County pursuant to ~~W&IC WIC S~~section 361.5(g) as soon as practically possible, and before the filing date of the report recommending FR services not be provided.
- b. Assess the child with the County approximately 90 days before the 6-month and 12-month review hearings required by ~~W&IC WIC S~~section 366.21, the 18-month review hearing required by ~~W&IC WIC S~~section 366.22, and the 24-month review hearing required by ~~W&IC WIC S~~section 366.25, as applicable.
- c. Prior to placement, or as soon thereafter as possible, review with the County the assessment of relatives and/or other potential caregivers that are being considered as a placement resource for a child where successful FR is unlikely.

Provide a preliminary assessment of the eligibility and commitment of any identified prospective caretaker to provide permanence for the child. The assessment shall contain a social history, including screening for criminal records and prior referrals for child abuse or neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of an adoption.

- d. Consult with the County social worker about the possibility of parental relinquishment of the child. If the parent expresses an interest in pursuing adoption, the adoption worker shall discuss relinquishment with the parent. If a relinquishment is taken, the CDSS shall provide

written notice to the juvenile court, the relinquishing parent(s) attorney, the child's attorney and the County.

- e. Interview the birth parent whenever possible to advise him or her of the availability of a post adoption agreement and to secure medical/social background information concerning the child and birth parent. The birth parent shall be advised that adoption records are kept permanently, and of the opportunity to place information in the adoptions case files after finalization of the adoption. They shall also be informed of the procedures for sharing information or having contact after the adoptee becomes an adult.
- f. Provide assessment of the child before the ~~W&IC~~ **WIC-S** section 366.26 hearing. This assessment may include a review of the case record, discussions with the County social worker, contacts with the child, the present caretaker, and any other collateral persons involved with the child.

Provide documentation of the relationship of the child to any caretaker, the duration and character of the relationship, the motivation for seeking adoption, and a statement from the child about placement and permanence (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).

- g. Work with the County to prepare a report for the ~~W&IC~~ **WIC-S** section 366.26 hearing. The CDSS report shall be submitted to the County 21 calendar days before the hearing, and shall include:
 - (1) An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.
 - (2) The relationship of the child to any siblings, identified prospective adoptive parents, the duration and character of the relationships, the potential for a post adoption contact agreement, the motivation for seeking adoption, and a statement from the child about placement and the adoption (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).
 - (3) An analysis of the likelihood that the child shall be adopted if parental rights are terminated.
- h. Be available for contested ~~W&IC~~ **WIC-S** section 366.26 hearings to present expert testimony regarding the child's adoptability and other relevant information.

- i. If the juvenile court identifies adoption as a permanent goal, it can, without terminating parental rights, order the CDSS to locate an adoptive home for the child within 180 days. This applies only to a child **for** whom the court determines is difficult to place for adoption and there is no identified adoptive family. During the 180 days period, the CDSS shall contact other private and public adoption agencies about the availability of the child for adoption.
- j. Provide information concerning adoption to prospective adoptive parents including the availability of, and requirements for, post adoption contact agreements, pursuant to Family Code ~~S~~section 8616.5.
- k. Prepare the child for adoption. (This may or may not include a placement change.)
- l. Coordinate efforts with ICPC to establish and maintain adoptive placements for dependent children who are placed out of state.
- m. Place the child for adoption. Placing a child for adoption may include both moving a child to an adoptive home and, signing adoption placement documents or signing documents to change the child's current foster placement status to adoption.
- n. Promptly notify the County of the date of adoptive placement and the date foster care payment is discontinued. These events may not necessarily occur on the same date.
- o. Establish AAP eligibility of the child, determine and negotiate benefits, duration, and review and reassess AAP benefits as needed. Prepare the AAP paperwork, including payment instructions to the County. The duration and amount of all AAP benefits must comply with State regulations.
- p. Assume exclusive care and control of the child, for the purpose of supervising the adoptive placement pursuant to ~~W&IC~~ **WIC** ~~S~~section 366.26(j), until finalization of the adoption.
- q. Prepare and present a report to the court in the county in which the Adoption Request was filed with a recommendation concerning the adoption. If the Adoption Request includes a post adoption contact agreement, the CDSS shall address in its' report whether the post adoption contact agreement is in the child's best interest.

- r. Confirm in writing to the County that the adoption is finalized. The CDSS is not authorized to provide the County with a copy of the final decree of adoption.
- s. Document case management activities in CWS/CMS or CWS/CARES pursuant to state guidelines.
- t. Conduct other appropriate and necessary permanency planning activities as needed.
- u. When appropriate, the CDSS may decide to participate in case appellate work, including, but not limited to, filing appeal briefs.
- v. Pursuant to Title 22 CCR **sections**§ 89179(a), the adoption agency shall maintain adequate case records.
- w. Provide post permanency services using the federal Adoption and Legal Guardianship (ALG) incentive payments program funds.**

L. Services for the child after a permanent plan is determined.

- 1. The County and the CDSS Shall:
 - a. Jointly assess each child in long-term foster care, no less than 45 days before the 12-month review of the permanent plan pursuant to ~~W&I~~ **WIC** ~~S~~section 366.3(d).
 - b. Prior to placement, or as soon thereafter as possible, jointly review the assessment of relatives and/or other potential caregivers that are being considered as potential placement resources for a child.
- 2. Responsibility for responding to requests for adoption records shall rest with the Party in possession of the records as specified in this Scope of Work.
- 3. The County Shall:
 - a. Refer the child to the CDSS for an adoption assessment when indicated pursuant to a joint review.
 - b. Provide a written referral packet for accepted referrals within five (5) working days, including all necessary documents for the adoption agency to carry out its functions. Only documents not previously submitted shall be needed.

- c. Make a secondary assignment on the CWS/CMS or CWS/CARES application to the CDSS' Adoptions Regional Office "in-box caseload" at the time of referral for adoption services.

4. The CDSS Shall:

- a. Assign an Adoptions Specialist for each child for an adoption assessment pursuant to this joint review.
- b. For each child accepted for study, a written assessment of the child's potential for adoption shall be provided 21 calendar days before an annual court review hearing.
- c. Provide case progress reports to the County 21 calendar days prior to each 6-month review following the ~~W&IC~~ **WIC** ~~Section~~ 366.26 hearing until such time as the adoption is finalized or the case is referred to the County because adoption is no longer the plan for the child.

The case progress report may include:

- (1) A summary of contacts.
- (2) Adjustment of the child to the adoptive home.
- (3) Specific circumstances or problems that affect the child or the placement.
- (4) Progress made in the adoption process.
- (5) Steps needed to complete the adoption.

III. CONFLICT RESOLUTION REGARDING CASE MANAGEMENT

The County and the CDSS shall use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding a case will be resolved as follows:

- A. The primary social workers from the County and the CDSS will meet and confer to resolve differences.
- B. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.
- C. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS' Adoptions Regional Office Manager

and their respective supervisors and social workers will meet and confer to resolve differences.

- D. If issues that are regulatory or statutory in nature cannot be resolved adequately at the local level through the above procedures, the matter in dispute will be referred in writing to the appropriate state administrative office(s) for clarification and direction.

IV: PROJECT REPRESENTATIVE

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

Marta Platt
California Department of Social
Services
Adoption Policy and Support
Bureau
744 P Street, MS 8-12-521
Sacramento, CA 95814
916 651-8089
Marta.Platt@dss.ca.gov

Brendan Phillips
Lake County Department of Social
Services
P.O. Box 9000
Lower Lake, CA 95457
707 995-4294 ext. 13292
brendan.phillips@lakecountyca.gov

Changes to the Project Representative information may be made 15 days in advance by written notice to the other Party and shall not require an amendment to this Agreement.

EXHIBIT A-1
(Standard Agreement)

I. SCOPE OF WORK

The California Department of Social Services, (hereinafter referred to as the CDSS) agrees to provide to County of Lake, (hereinafter referred to as County), Resource Family Approval (RFA) services pursuant to California Welfare and Institutions Code (WIC) section 16519.5 et seq. California Government Code section 30029.7, subdivision (a)(3) allows for the County and the CDSS to enter into an agreement for the CDSS to provide services or activities related to RFA. The County and the CDSS have identified certain services or activities to be provided by the CDSS to expedite the delivery of services to children and nonminor dependents who reside or may reside in a Resource Family home. The CDSS shall provide Family Evaluation services on behalf of the County, in part or in full.

A. The CDSS shall adhere to the requirements specified in WIC section 16519.5 and the current RFA Written Directives (WD): Definitions, 3-01; Forms, 3-02; RFA Program Requirements, 4-02(g); County Reporting Requirements, 4-03; Confidentiality, 4-04; Implementation of Resource Family Approval Program by a County, 4-05; and Family Evaluation, 6-05.

WD means the written processes, standards, and requirements issued by the CDSS to implement the RFA Program. The WD have the same force and effect as regulations, ensures the same standards for RFA are applied statewide, and the county implementation of policies or procedures do not conflict with or attempt to supersede the WD.

WD Version 8 was used as a reference in creating this agreement. The WD may be revised by the CDSS during the term of this Agreement and all revised versions shall be in effect from the date of revision.

II. THE CDSS AND COUNTY AGREE TO COORDINATE EFFORTS IN THE FOLLOWING AREAS:

A. Exchange information about Resource Family applicants and keep each Party informed of general progress in the Family Evaluation, and changes that may affect the evaluation.

This exchange may include, but is not limited to, any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective Resource Family.

- B. As needed, communicate the general progress of the Family Evaluation that may affect the work provided by each Party, which includes the potential inability to complete the evaluation.**
- C. Establish mutually agreed upon timelines for the completion of the Family Evaluation.**
- D. Comply with the applicable laws and the RFA WD relevant to Family Evaluations.**
- E. Provide other appropriate and necessary coordination as needed.**
 - 1. The County shall:**
 - a. Refer Resource Family applicants to the appropriate CDSS' Regional Office (RO) for a Family Evaluation.**
 - b. Provide, in a timely manner, all necessary documents to the RO, using a secure or encrypted format, or a secure file transfer protocol.**
 - c. In the case of an Indian child, notify the Tribal representative(s) of the referral to the RO for a Family Evaluation. In the referral form to the RO, provide the Tribal representative(s) the RO contact information.**
 - d. Provide all necessary documents as they become available to the RO to conduct a Family Evaluation, to include, but not limited to, RFA applications, home health and safety assessment, training records, health history screening results, personal letters of references, whether criminal record clearances or exemptions were granted or denied, substantiated reports of child abuse and neglect, Department of Motor Vehicles records, and employment verifications.**
 - e. Notify Resource Family applicants that the County may share confidential information with the CDSS to conduct a Family evaluation and that the CDSS shall perform the evaluation for the County.**
 - f. The County shall retain the closed Family Evaluation file in accordance with the retention policies as set forth in Article 10, section 10-05 of the RFA WD. Access to a copy of the Family Evaluation file shall be made available to the CDSS upon request in the event of audit, or as required or permitted by law.**
 - g. For each request of the Family Evaluation file, as noted in subsection (e) above, the County shall provide a copy of the file within 10**

business days, unless the request is identified as urgent. The County shall use its best efforts to provide a copy within the period identified by the CDSS for an urgent request.

2. The CDSS shall:

- a. Within five business days, the Adoptions Supervisor shall assign the Family Evaluation to a CDSS Adoptions Specialist.**
- b. Conduct an evaluation of Resource Family applicants according to the WD 6-05: Family Evaluation. The evaluation is to be initiated within two weeks of being assigned.**
- c. Conduct a separate face-to-face interview of all persons living in the home as specified in RFA WD 6-05(a)(2).**
- d. In the case of an Indian child, collaborate with the Tribal representative(s) to schedule mutually agreeable dates and times for any in-person assessments and document all contacts and attempted contacts with the Tribal representative(s) as specified in RFA WD 6-05(a), including informing the Tribal representative of the outcomes, verbally or in writing, of any interview or meeting for which the Tribal representative was unable to participate.**
- e. Request approval from the County to refer an applicant for a psychological evaluation, drug and alcohol assessment or testing, counseling, or other services during the evaluation as necessary.**

Associated costs of the services of the referrals shall be the responsibility of the County and paid by the County outside this Agreement to the applicable service provider.

- f. Prepare a written Family Evaluation that includes an evaluation of the information obtained during the evaluation of the Resource Family applicant, including a risk assessment, and recommendations that RFA be approved or denied based on information gathered through the evaluation.**
- g. Provide the County with the written Family Evaluation report within 60 days of receipt of the referral, with priority for completed evaluations for relatives with emergency placements, unless further information is needed to complete the evaluation.**
- h. Ensure all records provided to the CDSS by the County and all information obtained and used to conduct a Family Evaluation are kept confidential as specified in RFA WD 4-04: Confidentiality.**

- i. Provide a copy of the Family Evaluation file upon request of the County staff responsible for the provision of RFA services.**
- j. Provide an Adoptions Specialist to testify as to the Family Evaluation if the results of an evaluation are at issue during an administrative hearing.**
- k. Absent pending litigation or other good cause identified by the CDSS shall retain the records of the Family Evaluation for 90 days after an evaluation is provided to the County.**

Thereafter, the original Family Evaluation file shall be securely delivered to the County and a copy shall be made and maintained by the CDSS for five years pursuant to the RFA WD 10-05: Resource Family File.

III. CONFLICT RESOLUTION

The County and the CDSS shall use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding a case shall be resolved as follows:

- A. The primary social workers from the County and the CDSS shall meet and confer to resolve differences.**
- B. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers shall meet and confer to resolve differences.**
- C. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS' Adoptions Regional Office Manager and their respective supervisors and social workers shall meet and confer to resolve differences.**
- D. If issues that are regulatory or statutory in nature cannot be resolved adequately at the local level through the above procedures, the matter in dispute shall be referred in writing to the appropriate state administrative office(s) for clarification and direction.**

Conflict of Interest:

- a. The Adoptions Specialist conducting Family Evaluations shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest.**

- b. The Adoptions Specialist shall be directed to RFA WD 4-02(g) to identify any conflict of interest.**

If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist shall report the conflict to their supervisor, who may transfer responsibility for the Family Evaluation to another Adoptions Specialist.

IV: PROJECT REPRESENTATIVE

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

Marta Platt
CDSS
Adoption Policy and Support
Bureau
744 P Street, MS 8-12-521
Sacramento, CA 95814
916 651-8089
Marta.Platt@dss.ca.gov

Brendan Phillips
Lake County Department of Social
Services
P.O. Box 9000
Lower Lake, CA 95457
707 995-4294 ext. 13292
brendan.phillips@lakecountyca.gov

Changes to the Project Representative information may be made 15 days in advance by written notice to the other Party and shall not require an amendment to this Agreement.

EXHIBIT A-2
(Standard Agreement)

I. SCOPE OF WORK

The California Department of Social Services, (hereinafter referred to as the CDSS) agrees to provide to County of Lake, (hereinafter referred to as County), Resource Family Approval (RFA) services pursuant to California Welfare and Institutions Code (WIC) section 16519.5 et seq. California Government Code section 30029.7, subdivision (a)(3) allows for the County and CDSS to enter into an agreement for the CDSS to provide services or activities related to RFA. The County and the CDSS have identified certain services or activities to be provided by the CDSS to expedite the delivery of services to children and nonminor dependents who reside or may reside in a Resource Family home. The CDSS shall provide Home Health and Safety Assessment services on behalf of the County, in part or in full.

A. The CDSS shall adhere to the requirements specified in WIC section 16519.5 and the current RFA Written Directives (WD): 6-02: Home Environment Assessment, paragraph (a)(2); Form: Resource Family Home Health and Safety Assessment Checklist (RFA-03) and required summary.

WD means the written processes, standards, and requirements issued by the CDSS to implement the RFA Program. The WD have the same force and effect as regulations, ensures the same standards for RFA are applied statewide, and the county implementation of policies or procedures do not conflict with or attempt to supersede the WD.

WD Version 8 was used as a reference in creating this agreement. The WD may be revised by the CDSS during the term of this Agreement and all revised versions shall be in effect from the date of revision.

II. THE CDSS AND COUNTY AGREE TO COORDINATE EFFORTS IN THE FOLLOWING AREAS:

A. Exchange information about Resource Family applicants and keep each Party informed of general progress in the Home Health and Safety Assessment, and changes that may affect the assessment.

This exchange may include, but is not limited to, any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective Resource Family.

- B. As needed, communicate the general progress of the Home Health and Safety Assessment that may affect the work provided by each Party, which includes the potential inability to complete the assessment within 60 days.**
- C. Establish mutually agreed upon timelines for the completion of the Home, Health, and Safety Assessment when such cannot be completed within 60 days.**
- D. Comply with the applicable laws and the RFA WD relevant Home Health and Safety Assessments.**
- E. Provide other appropriate and necessary coordination as needed.**
 - 1. The County shall:**
 - a. Refer Resource Family applicants to the appropriate CDSS' Regional Office (RO) for a Home Health and Safety Assessment.**
 - b. Provide, in a timely manner, all necessary documents to the RO, using a secure or encrypted format, or a secure file transfer protocol.**
 - c. Notify Resource Family applicants that the CDSS shall perform the Home, Health, and Safety Assessment for the County.**
 - d. In the case of an Indian child, notify the Tribal representative of the Home Health and Safety Assessment referral to the RO. Provide the Tribal representative contact information to the RO, and a copy of the RFA 03 form for review.**
 - e. Conduct the background checks and related activities as described in the RFA WD: 6-03A.**
 - f. For items identified as incomplete or "Follow Up Needed" on the RFA 03 form, the County shall be responsible for verifying completion prior to approval of the Resource Family.**
 - g. The County shall retain the closed Home Health and Safety Assessment file in accordance with the retention policies set forth in the RFA WD: Article 10,10-05.**
 - (1) A copy of the Home Health and Safety Assessment section of the Resource Family file shall be made available to the CDSS upon request due to a review or audit, or as required by law, or court order.**

(2) For each request of the Home Health and Safety Assessment, the County shall provide a copy within 10 business days, unless the request is identified as urgent. The County shall use its best efforts to provide a copy within the period identified by the CDSS for an urgent request.

2. The CDSS shall:

- a. Within five business days, the Adoptions Supervisor shall assign the Home Health and Safety Assessment to a Adoptions Specialist.**
- b. Conduct a Home Health and Safety Assessment according to the RFA WD: 6-02(a)(2). The assessment is to include a health and safety assessment of the home and grounds, outdoor activity space, storage areas of the applicant's home, and a completed Resource Family Home Health and Safety Assessment Checklist (RFA-03) form. The determination of compliance with certain sections of Article 11 of the RFA WD and if applicable, 11.1-07: Additional Home and Grounds Requirements for Specialized Resource Families.**
- c. In the case of an Indian child, collaborate with the Tribal representative to schedule mutually agreeable dates and times for any in-person assessments and document all contacts and attempted contacts with the Tribal representative as specified in the RFA WD: 6-02(b), including informing the Tribal representative of the outcomes, verbally or in writing, of any interview or meeting for which the Tribal representative was unable to participate.**
- d. Prepare a summary of the Home Health and Safety Assessment in a written format that includes an evaluation of the information obtained of the assessment of the resource family applicant's home and property, e.g., if there are items that needed to be repaired or purchased.**
- e. The CDSS shall provide the County the written summary report and the completed original RFA-03 form, within 60 days of receipt of the referral from the County.**
- f. Ensure all records provided to the CDSS by the County, and all information obtained and used to conduct a Home Health and Safety Assessment are kept confidential as specified in the RFA WD 4-04: Confidentiality.**
- g. Provide for a copy of the Home Health and Safety Assessment file upon request of the County staff responsible for the provision of RFA services.**

- h. Provide an Adoptions Specialist to testify as to the Home Health and Safety Assessment if the results of an assessment are at issue during an administrative hearing.**
- i. Absent pending litigation or other good cause identified by the CDSS shall retain the records of Home Health and Safety Assessment for 90 days after an assessment is provided to the County. Thereafter, the original Home Health and Safety Assessment file shall be securely delivered to the County. A copy shall be made and maintained by the CDSS for five years, pursuant to RFA WD 10-05: Resource Family File.**

III. CONFLICT RESOLUTION

The County and the CDSS shall use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding a case shall be resolved as follows:

- A. The primary social workers from the County and the CDSS shall meet and confer to resolve differences.**
- B. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers shall meet and confer to resolve differences.**
- C. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS' Adoptions Regional Office Manager and their respective supervisors and social workers shall meet and confer to resolve differences.**
- D. If issues that are regulatory or statutory in nature cannot be resolved adequately at the local level through the above procedures, the matter in dispute shall be referred in writing to the appropriate state administrative office(s) for clarification and direction.**

Conflict of Interest:

- a. The Adoptions Specialist conducting Home Health and Safety Assessment shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest.**
- b. The Adoptions Specialist shall be directed to RFA WD 4-02(g) to identify any conflict of interest.**

If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist shall report the

conflict to their supervisor, who may transfer responsibility for the Home Health and Safety Assessment to another Adoptions Specialist.

IV: PROJECT REPRESENTATIVE

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

Marta Platt
California Department of
Social Services
Adoption Policy and Support
Bureau
744 P Street, MS 8-12-521
Sacramento, CA 95814
916 651-8089
Marta.Platt@dss.ca.gov

Brendan Phillips
Lake County Department of Social
Services
P.O. Box 9000
Lower Lake, CA 95457
707 995-4294 ext. 13292
brendan.phillips@lakecountyca.gov

Changes to the Project Representative information may be made 15 days in advance by written notice to the other Party and shall not require an amendment to this Agreement.

REVISED EXHIBIT B GENERAL TERMS AND CONDITIONS

1. Indemnification

a. Claims Arising from Acts or Omissions of the County of Lake

The County of Lake (hereinafter collectively referred as 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 Contract. 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 Contract. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

b. Claims Arising from Acts or Omissions of the California Department of Social Services

The CDSS, hereby agrees to defend and indemnify the County, its agents, officers, and employees, from any claim, action, or proceeding against the County arising out of the acts or omissions of the CDSS in the performance of this Contract. At its discretion, the County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the CDSS of any obligation imposed by this contract. The County shall notify the CDSS 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 Contract 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 Contract 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~~ **for** the use of motor vehicles includes owned, non-owned, and hired vehicles used by CDSS' employees in the performance of services. Evidence of self-insurance is provided with Exhibit D, incorporated herein by reference.

4. Maintenance of Records

The Parties shall keep and maintain an accurate record of the referrals to the CDSS' Adoptions Regional Office. The CDSS and the County shall keep a copy of all invoices presented to the County on a quarterly basis which must include the weekly number of the open active child cases and the open active family cases. 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 Contract for a period of three years from the close of the fiscal year in which final payment is made. Such records shall be maintained for a three-year period or retained for a longer duration, if an audit involving the records is then pending. The obligation to ~~insure~~ ensure the maintenance of the records beyond the initial three-year period shall only arise if notice is provided to the CDSS of the commencement of the audit prior to the expiration of the three-year period.

6. Title to Documents; Copyrights

Excluding records, reports, or documents containing personal or confidential information, all reports and other materials collected or produced by the CDSS pursuant to this Contract are the property of the CDSS and shall not be subject to any copyright claimed by the County, its employees, subcontractors or agents. However, the County may use for administrative purposes completed materials developed or produced by the CDSS. Incomplete documents or projects may not be used without the prior written consent of the CDSS.

Records, reports, or documents containing personal or confidential information shall not be used for any commercial purpose and shall not be copyrighted by either Party, including the employees, officers, directors, or agents of each Party.

7. Conflict of Interest

The Parties agree to enforce the requirements of the California Government Code, ~~s~~Sections 1090 through 1099 and ~~s~~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.

8. Compliance with Applicable Laws

The Parties shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the service specified in this Contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other

entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

9. Change in Statutes or Regulations

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

10. Time is of the Essence

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

11. Time

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

12. Modification

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

13. Nondiscrimination

The Parties shall not discriminate in the employment of persons necessary to perform this Contract 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 Contract.

14. 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.

15. Prohibition Against Assignment and Delegation of Duties

Except as specifically authorized within the Contract, no rights may be assigned and no duties under this Contract 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.

16. Negotiated Contract

This Contract 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 ~~s~~Section 1654.

17. Severability

Should any provision herein be found or deemed to be invalid, this Contract 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 Contract are declared to be severable.

18. Entire Contract

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

19. Budget Statement

a. Agency Adoption Services

Assembly Bill (AB) 118 (Chapter 40, Statutes of 2011) and ABX1 16 (Chapter 13, Extraordinary Session, Statutes of 2011) realigned the funding for Agency adoptions from the CDSS to the local governments and redirected specific tax revenues to fund these services. AB 118 and ABX1 16 realigned a total of \$6 million general fund to the counties who have not had a licensed public adoption agency. As stated in County Fiscal Letter (CFL) Number 11/12-18 dated September 16, 2011, the county specific distribution of the \$6 million general fund was based on a percent to total of **share of open cases as of July 2011 within each county's specific** combined 12-year average of child and family referrals to the CDSS' Adoptions Regional Offices that ~~have been providing~~ **had provided** Agency adoption services to these counties.

b. Adoption and Legal Guardianship Incentive Payments

The Adoption and Legal Guardianship (ALG) Incentive Payments program provides payment of adoption incentive funds to counties for increasing the number of children adopted from the public foster care system as well as incentive payments for exits from foster care to legal guardianship. This funding is allocated to counties for the following categories: adoptions, guardianship, pre-adolescent adoption and guardianship, older child adoption and guardianship. The provisions in Welfare and Institutions Code section 16131.5 (b) and (c) states the department, when it serves or acts as the adoption agency for a county, shall use adoption and guardianship incentive payment funds to improve or sustain legal permanency outcomes for older children.

- (1) The adoption incentive payments received upon appropriation by the Legislature in the annual Budget Act or another statute, shall be allocated by the State Department of Social Services to the department for a county in which the department serves or acts as an adoption agency for a county, based on documented increases in legal permanency outcomes for older children achieved by each county, as determined by the department and in consultation with counties.**
- (2) As stated in CFL 22/23-86 a total of \$372,655 is set aside from the allocations of counties that contract with CDSS to conduct post adoption services on their behalf.**

c. Resource Family Approval Family Evaluations and Home Health and Safety Assessments.

- (1) During the term of this Agreement, and as the State Budget Act allows, the CDSS and the County may approve increases in the service levels for Resource Family Approval (RFA) Family Evaluations and Home Health and Safety assessment services and activities provided by the CDSS and increase the amount that the County shall pay the CDSS from the County's General Fund RFA allocation and the LRF.**
 - (a) If the State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the RFA program, the RFA services stated in this Agreement shall be of no further force and effect. In this event, the CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.**
 - (b) If funding for any fiscal year is reduced or deleted by the State Budget Act for purposes of this program, the CDSS shall have the option to either cancel the RFA services stated in this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.**

(2) It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

(a) The RFA services stated in this Agreement are valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of the RFA program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of RFA services stated in this Agreement in any manner.

(b) It is mutually agreed that if the Congress does not appropriate sufficient funds for the RFA services stated in this Agreement shall be amended to reflect any reduction in funds.

(c) The CDSS, at its option, may terminate the RFA services stated in this Agreement upon 30-day's notice, or to amend the RFA services stated in this Agreement to reflect any reduction in Federal funds.

a- **d. Agency Adoption Services** Invoicing

In consultation with the County Welfare Directors Association, for those counties opting to contract directly with CDSS to continue the agency adoption services, CDSS will invoice each on a weekly cost per case basis of \$62 based on the county specific distribution provided in CFL No. 11/12-18. **If a specific distribution was not listed for the county, the weekly cost will be \$62 per case.** The CDSS will invoice the County quarterly the total cost for each active ~~child case and each family case~~ **adoption case** referred to the CDSS' Adoptions Regional Office for adoption services. This rate would be claimed up to but not exceeding Forty-Four Thousand, Nine Hundred and Seventy-Eight Dollars (\$44,978), **the amount of the allocation received by the County or amount negotiated by the county without an allocation** in any Fiscal Year.

e. **Resource Family Approval Family Evaluations Invoicing**

(1) The CDSS shall provide quarterly invoices in arrears for each quarter in which the Family Evaluation services were completed. The quarterly invoices shall include for each completed Family Evaluation the non-federal cost per case rate.

(2) The CDSS shall track each Family Evaluation and invoice for the non-federal share of \$2,020.00 per each Family Evaluation. The estimated cost to complete each Family Evaluation is \$2,748.00. The total amount to be claimed is up to but not exceeding Twenty Thousand and Two Hundred dollars (\$20,200.00) per fiscal year. The federal funds share is \$728.00. The

CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal year will be subject to change based on the applicable federal discount rate for that year.

- (3) The County shall pay the CDSS quarterly for the completed Family Evaluations. For payment the County will draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County will use its Local Revenue Fund (LRF) for subsequent payment(s).**
- (4) If it is determined by the CDSS that the average family evaluation greatly exceeds the estimated hours, the CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to the CDSS may be increased for the next fiscal year(s).**
- (5) If the Exhibit A-1 identifies that the CDSS will provide only a portion of the County's Family Evaluations, the cost of the Family Evaluation shall be the same as identified in (b) (ii), above.**

f. Resource Family Approval Home Health and Safety Assessments Invoicing

- (1) The CDSS shall provide quarterly invoices in arrears for each quarter in which the Home Health and Safety Assessments services were completed. The quarterly invoices shall include, for each open Home Health and Safety Assessment, the non-federal cost per case rate.**
- (2) The CDSS shall track each Home Health and Safety Assessment and invoice for the non-federal share of cost of \$569.00 per each Home Health and Safety Assessment. The estimated cost to complete each Home, Health and Safety Assessment is \$774.00. The federal funds share is \$205.00. The CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal will be subject to change based on the applicable federal discount rate for that year.**
- (3) The County shall pay the CDSS quarterly. For payment the County will draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County will use its Local Revenue Fund (LRF) for subsequent payment(s).**
- (4) If it is determined by the CDSS that the average Home Health and Safety Assessment greatly exceeds the estimated hours, the CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).**
- (5) If the Exhibit A-2 identifies that the CDSS will provide only a portion of the County's Home Health and Safety Assessments, the cost of the Home**

Health and Safety Assessments shall be the same as identified in (c)(ii), above.

g. The County shall be responsible for payment of the Resource Family Approval Family Evaluations and Home Health and Safety assessment services and activities provided by the CDSS in accordance with rates stated in (b) and (c) from the following sources and in the following order:

(1) General Fund Resource Family Approval allocation (if such exists in the State Budget).

(2) The County's 2011 Realignment LRF.

(3) Other County funds.

h. If the County receives services in excess of \$750,000 in federal assistance, invoices shall include the CFDA number: 93.658 and the CFDA Program Title: Resource Family Approval.

20. Term of Contract

Subject to earlier termination as provided for in number 21 below, the term of this Contract shall commence on July 1, 2023 and continue in full force and effect for four (4) years, hereinafter referred to as the "Initial Term". Thereafter, this Contract shall automatically renew for successive three (3) year periods unless either Party notifies the other Party in writing at least sixty (60) days prior to the end of the Initial Term, or any renewal thereof, that it does not wish to extend this Contract. The Initial Term and any renewal are collectively referred to as the "Contract Term."

To ensure that the Contract continues to reflect current law and services being provided through the Initial Term and renewals, it is the intent of the Parties that the terms and conditions of the Contract be reviewed and, where necessary, amended at the end of the Initial Term and upon each subsequent renewal without allowing the Contract to terminate or expire.

21. Termination

Either Party may terminate this Contract, with or without cause, with 120 days' advance written notice. In order to terminate this Contract, the terminating Party shall give advance written notice to the other Party. The termination notice shall be made as specified in number 22 below. In the event of termination, the County shall pay the CDSS for all work satisfactorily performed prior to the effective date of the termination.

22. Notice

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

- a. The day the notice is personally delivered to the Party's Project Representative as specified in the Exhibits A, A-1, A-2 Scope of Work, ~~page 9~~, sSection IV.
- 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 sSection IV, with first-class postage fully prepaid; or
- c. On the day the notice is transmitted by email to the email address as specified in sSection IV, provided that an original of such notice is deposited in the United States mail, addressed to the Party's Project Representative as specified in sSection IV, on the same day as the email is sent.

23. Partial Invalidity

Should any part, term, portion, or provision of this Contract 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~~ **shall** be deemed severable and ~~will~~ **shall** 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.

24. Responsibility of Project Representatives

All matters concerning the administration of this Contract, 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. A Party may, in its sole discretion, change its designation of its Project Representative upon providing written notice to the other Party at least 15 days prior to such change. The Project Representatives for Parties are specified in the Exhibits A, A-1, A-2 Scope of Work, ~~Page 9~~, in sSection IV.

25. Waiver

Waiver by either Party of a breach of any covenant of this Contract ~~will~~ **shall** 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 Contract. However, neither Party shall waive any provision of this Contract 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.

26. Authority and Capacity

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

27. Binding on Successors

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

28. 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 full performed.

29. Independent Advice

Each Party represents and warrants that in executing this Contract 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 Contract and the rights and duties arising out of this Contract, or that such Party willingly foregoes any such consultation.

30. 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 Contract, 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.

31. Information Subject to a Business Associate Agreement

The Parties agree to identify for the other Party protected health information in the adoption records that was provided through a business associate agreement of a covered entity, as required by 42 U.S.C 1320d and its implementing regulations at 45 CFR Parts 142, 160, 162, and 164, collectively referred to as the Health Insurance Portability and Accountability Act Privacy Rule.

32. Conflicting Disclosure Laws

The Parties agree to follow the requirements of the law for the disclosure of confidential adoption records. When in doubt as to whether a record in its possession should be disclosed or withheld, each Party agrees to contact its Legal Counsel for direction.

33. Confidentiality

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

The County and CDSS' Adoptions Regional Office ~~will~~ **shall** each 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 all of 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.

34. 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.

35. 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 Contract 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.

36. Form 700

All employees and managers required to file an annual Form 700 pursuant to the Conflict of Interest Code and/or Government Code, ~~s~~Section 87200 do so with the CDSS' Central Office located at 744 P Street, MS 8-12-34 **521**, Sacramento, CA 95814.

37. Venue

It is agreed by the Parties to this Contract that, unless expressly waived by the CDSS, any action brought to enforce any of the provisions of this Contract 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.

38. Controlling Law

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

39. Captions

The captions of this Contract 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 Contract.

40. Definitions

“Shall” and “will” and “agrees” are mandatory. “May” is permissive.

41. Identifying Agreed Upon Changes to the Contract Agreement

The Parties agree that every amendment shall identify in typed print strike-through the words of the Contract agreement to be deleted by the amendment and no longer applicable to the Contract 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 Contract agreement may be made in whole or in part, as appropriate and selected by the Parties.