

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 32 Pages

AGREEMENT NUMBER

16-5022

AMENDMENT NUMBER

A-1

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Social Services

CONTRACTOR'S NAME

County of Lake

2. The term of this Agreement is
- January 1, 2017 through June 30, 2019**

3. The maximum amount of this Agreement after this amendment is:
- \$27,600.00**
-
- Twenty-Seven Thousand Six Hundred Dollars and 0/100**

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:

- A. Receivable Agreement #16-5022, originally made and entered into on January 1, 2017 is hereby amended on this day of July 1, 2017 in the following particulars and no others.
- B. STD 213, Item 3, The maximum amount of this Agreement after this amendment is hereby amended to read: Increase the maximum amount receivable by \$27,600.00 from \$0.00 to \$27,600.00. This increase will allow CDSS to provide Family Evaluations, Complaint Investigations and/or Home, Health and Safety Assessments to Counties.
- C. **Exhibit A – Scope of Work (14 pages)** is amended to revise Psychosocial Assessments to Family Evaluations and add language for Home, Health and Safety Assessments (17 pages).
- D. **Exhibit A, Attachment 1 – General Terms and Conditions (8 pages)** is amended to revise Psychosocial Assessments to Family Evaluations and update language throughout (10 pages).

Continued on Page 2

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

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

County of Lake

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

P.O. Box 9000, Lower Lake, California 95457**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Social Services

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Tammy T. Gorman, Staff Services Manager I

ADDRESS

744 P Street, MS 8-14-747, Sacramento, California 95814CALIFORNIA
Department of General Services
Use Only☒ Exempt per: PCC 10335(a)

- E. **Exhibit A, Attachment 3 – State of California Public Liability and Workers' Compensation Insurance (1 page)** is being amended to add Fiscal Year July 1, 2018 / June 30, 2019 State of California Public Liability and Workers' Compensation Insurance (2 pages).
- F. **Exhibit A, Attachment 4 – State of California Automobile Liability/Physical Damage (1 page)** is being amended to add Fiscal Year July 1, 2018 / June 30, 2019 State of California Automobile Liability/Physical Damage (2 pages).
- G. **Exhibit B – Budget Detail and Payment Provisions** is amended to add additional funds in the amount of \$13,800.00 to Fiscal Year 2017/18 and 2018/19, revise the total agreement amount from \$0.00 to \$27,600.00 and add the cost per case for Home, Health and Safety Assessments (2 pages).
- H. The effective date of this amendment is July 1, 2017.
- I. All other terms and conditions of agreement #16-5022 shall remain the same.

APPROVED AS TO FORM:
ANITA L. GRANT

County Counsel

By: _____



**REVISED EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

This agreement is entered into by and between the California Department of Social Services, hereinafter referred to as the CDSS, and the County of Lake, hereinafter referred to as the County, for the purpose of establishing the responsibilities of the CDSS and the County in the provision and receipt of certain services, including legal consultation and legal representation in administrative action appeals as described within Section III of this agreement, associated with the Resource Family Approval (RFA) program of the County child welfare services agency and the State of California, pursuant to California Welfare and Institutions Code section 16519.5 et. seq. Hereinafter, the County and CDSS may be referred to collectively as the "Parties", or individually as a "Party". If identified below in Section ~~VI~~ **VII**, the County and CDSS have agreed that certain services for the ~~psychosocial assessments~~ **family evaluation**, or complaint investigations **or home health and safety assessments** shall be provided as described in Sections IV, and V **and VI** of this agreement.

I. Background

The RFA program was created to provide a unified, family friendly, and child-centered resource family approval process to replace multiple processes for licensing foster homes, approving relatives and nonrelative extended family members as foster care providers, and approving adoptive families; establish a single set of standards for resource family approvals which allow for the safety, permanence, and well-being needs of the children who have been victims of child abuse and neglect; reduce the use of congregate care placement settings; and decrease the length of time for each child to obtain permanency. Pursuant to Government Code section 30029.7, subdivision (a), the County and CDSS may enter into an agreement for CDSS to provide services or activities related to RFA. The County and CDSS have identified certain services or activities to be provided by CDSS in order to expedite the delivery of services to children and nonminor dependents who reside or may reside in an approved resource family home.

II. Definitions

- A. "Resource Family Approval" means an applicant successfully meets the home environment assessment and permanency assessment standards of the State of California as set forth by CDSS with an approval provided by the County or applicable Foster Family Agency. This approval is in lieu of the existing foster care license, relative or nonrelative extended family member approval, and the adoption home study.
- B. "Respondent" means an applicant, Resource Family parent, or individual who has been served with a Notice of Action and is the subject of an administrative action. For matters that shall be heard by the CDSS State Hearing Division, a "Respondent" also means a "claimant," as defined in CDSS Manual of Policy and Procedures section 22-001.
- C. "Written Directives" (WDs)¹ means the written processes, standards, and requirements issued by the Department to implement the Resource Family Approval Program. (See WDs section 3-01(a)(81).) The WDs have the same force and effect as regulations; ensure that a county uses the same standards for Resource Family Approval; and ensure that a county does not implement policies or procedures that conflict with or attempt to supersede the WDs; (WDs section 2-01.)

¹ Version 4 of the Written Directives was used as a reference in creating this agreement. The Written Directives may be revised by CDSS during the term of this agreement.

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III. Legal Consultation and Legal Representation on Appeals/SHD and OAH Hearings

A. Role of the CDSS Legal Division in the Provision of Legal Consultation and Legal Representation on Appeals:

1. The CDSS Legal Division shall act as the sole legal representative on behalf of the County in the provision of legal consultations and legal representation on appeals to an RFA Notice of Action. The County is the client and is the final decision maker on decisions affecting the legal rights of the County.
 - a. The Parties shall maintain confidentiality in all communications in accordance with any applicable confidentiality laws, privacy laws, and laws governing attorney-client relationships.
 - b. For purposes of this subdivision, "Parties" shall include agents of the County who conduct RFA activities as described in Welfare and Institutions Code section 16519.5 et seq. on behalf of the county. The County shall ensure that agents of the county who conduct such RFA activities on behalf of the county are familiar with any applicable confidentiality laws, privacy laws, and laws governing attorney-client relationships, including, but not limited to, Evidence Code section 952.
2. The CDSS Legal Division shall represent the County on all appeals to an RFA Notice of Action for denial or rescission of resource family approval, denial or rescission of a criminal record exemption, or exclusion of an individual and shall appear on behalf of the county at all proceedings related to such actions that are heard by the State Hearings Division (SHD) or the Office of Administrative Hearings (OAH).
3. Nothing in this section shall preclude a County representative from being present at an RFA hearing. In addition, a County hearing representative instead of the CDSS Legal Division attorney may represent the County at hearings before the SHD with the prior written agreement of the CDSS Legal Division for each individual action, provided the hearing representative follows the direction of the CDSS Legal Division.
4. The Parties agree that CDSS Legal Division's scope of work shall not include legal consultation or representation regarding the following:
 - a. Writs or lawsuits or similar actions against the County or its agents, except that the CDSS Legal Division shall be available to consult with the county on any such actions arising out of an RFA action as described herein;
 - b. Requests for information or documents from the county such as Public Records Act requests or subpoenas;
 - c. Placement of a dependent child or nonminor dependent;
 - d. Relative or non-relative extended family member approvals pursuant to the "Harris" case;
 - e. Child Abuse Central Index grievance hearings;
 - f. Dependency or delinquency matters; and

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g. Any other matter within the authority and direction of the County Counsel.

B. Duties of the County and the CDSS Legal Division Regarding Consultation:

1. In compliance with the WDs or regulations issued pursuant to Welfare and Institutions Code section 16519.5, subdivision (f), the County is required to consult with legal counsel prior to service of a Notice of Action for denial or rescission of resource family approval, denial or rescission of a criminal record exemption, or exclusion of an individual. The County may also request a legal consultation regarding legal or evidentiary issues related to an investigation, ~~psychosocial assessment~~ family evaluation or other matter affecting the approval.
 - a. If the County seeks a temporary suspension order (TSO) against a resource family's approval, in addition to consulting with the Legal Division on the matter, the County shall consult with county counsel prior to service of a TSO.
2. The County shall work with the CDSS County Liaison to schedule a regular monthly legal consult meeting. If a matter is urgent, such as a situation warranting the immediate exclusion of an individual or a TSO, the County may contact their CDSS County Liaison and request an urgent consult with their assigned Legal Division consulting attorney (consulting attorney) by phone or email.
3. The County shall prepare a confidential legal consultation memo and include each matter upon which legal advice is sought through a consult with the CDSS Legal Division. A copy of the RFA legal consult memo form can be obtained through the CDSS County Liaison. Upon request, the CDSS County Liaison will provide technical assistance to the County regarding the consult procedures, the evidence, or how to draft the Notice of Action or legal consult memo. Both Parties shall maintain the confidentiality of the legal consult memo or emails during any transmission of the form or emails in any files maintained by the Parties.
4. Using a secure or encrypted format, or a secure file transfer protocol, the County shall email a properly completed consult memo, the draft Notice of Action, as well as relevant attachments related to the request for consult including, but not limited to, investigations, court records or arrest reports. These documents shall be sent to the CDSS County Liaison and the consulting attorney at least three (3) business days prior to the date of the regularly scheduled consult.
5. The consult meeting is an opportunity for the consulting attorney to discuss the information in the consult memo provided by the County with the appropriate County staff. Accordingly, the County should make its best efforts to have the assigned County resource family approval worker or probation officer with knowledge of the facts described in the consult memo present at the consult. If the approval worker or probation officer cannot attend in person, the worker or probation officer should attend by teleconference. If that is not possible, the supervisor who is familiar with the facts of the matter shall attend.
6. If a matter to be discussed at the consult involves a recommendation for an exclusion action, a psychosocial assessment conducted by CDSS, an investigation conducted by CDSS, or the matter involves dual or multiple programs (e.g., resource family approval and a child care license), the County shall identify and request the appropriate CDSS RFA staff, CDSS adoptions staff or CDSS Community Care Licensing Division (CCLD) staff to attend or teleconference into the consult.

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- a. The County may request the CDSS County Liaison to assist in arranging for the necessary CDSS staff to attend.
 - b. The County and CDSS shall share evidence and information regarding related investigations, assessments or actions, as required by the WDs.
 - c. Agents of the county who conduct activities as described in Welfare and Institutions Code section 16519.5 on behalf of the County may be present during that portion of a consultation that is applicable to a matter for which the agent acted on behalf of the County, and for which the agent's presence is needed to discuss the information in the consult memo provided by the County.
7. The consulting attorney shall review the legal consult memo, the draft Notice of Action and attachments and shall advise the County regarding the Notice of Action, the proper hearing forum, and any other matter related to an investigation or proposed action.
 8. The consulting attorney shall document the legal advice in writing within 3 to 5 business days, or as agreed upon at the consult, and submit the documentation to the County and the CDSS County Liaison. If the matter involves dual or multiple programs or an exclusion action, the consulting attorney shall provide the relevant CCLD or CDSS Program staff with a copy of the consult memo and legal advice.
 9. If the advice of the consulting attorney is to proceed with an action that affects the approval, the County should notify the child(ren)'s placement worker, as applicable.
- C. County Duties Regarding Processing the Notice of Action and Appeal
1. The County shall serve the Notice of Action in accordance with Welfare and Institutions Code section 16519.6 and the WDs or regulations. The County shall ensure the file contains adequate documentation regarding service of the Notice of Action to the correct address, such as certified mail receipts, and/or a proof of service in accordance with WDs, Article 12: (Due Process).
 2. If the matter includes an exclusion action or CCLD action, the County shall coordinate administrative actions, including service of the Notices of Action, notice of a related licensing action by CCLD, an exclusion order, or the filing of formal pleadings, with CDSS. (WDs, Article 12.)
 3. If an appeal is filed, the County is responsible to comply with the law and the WDs or regulations, including, but not limited to, the following:
 - a. Date-stamp the appeal and envelope;
 - b. Update the appeal status in the Notice of Action database;
 - c. For OAH cases, immediately send the acknowledgment of appeal to Respondent and begin preparing the case for the Legal Division; and
 - d. For SHD cases, begin preparing the case to be sent to the Legal Division at the same time the appeal is forwarded to the SHD.
- D. Preparing the Case to Send to the Legal Division After Receipt of an Appeal:
1. The County shall prepare a Statement of Facts for the Legal Division using the following confidential attorney-client forms:
 - a. Form RFA-9029: Statement of Facts Summary Sheet – Resource Family

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- b. Form RFA- 9029C: Complaint and Immediate Deficiencies Log Continuation
 - c. Form RFA-9029D: RFA Statement of Facts Dividers
 - d. Form RFA-9029W: Witnesses Continuation
2. For SHD cases the County shall prepare the Statement of Facts, a draft position statement, and copies of all approval file documents within ten (10) business days of receipt of an appeal. The documents shall be sent electronically to the Legal Division by encrypted email or Secure File Transfer at the same time the appeal is forwarded to SHD (WDs, Article 12). The County shall maintain the confidentiality of the attorney-client privileged Statement of Facts forms during any transmission of the forms or in any files maintained by the County. The County shall use the draft position statement template provided by CDSS when drafting the position statement.
 3. For OAH cases that involve a TSO or immediate exclusion action, the County shall prepare the Statement of Facts forms and copies of the RFA documents and evidence identified in the RFA 9029D: RFA Statement of Facts Dividers and send to the Legal Division by encrypted email or Secure File Transfer within ten (10) business days of receipt of the appeal. Hard copies of the original documents shall also be sent by mail.
 4. For all other OAH cases, the County shall prepare and mail to the CDSS County Liaison the Statement of Facts forms and originals of all relevant documents within thirty (30) days of receipt of the appeal. The CDSS County Liaison will be responsible to review the documents, provide any technical assistance necessary, and then forward to the CDSS Legal Division.
 5. The County shall make its best efforts to obtain certified court and law enforcement or other relevant records prior to sending the case to the Legal Division. If certified records are received after the case has been forwarded, then the County shall forward them to the Legal Division.
 6. Prior to finalizing the Statement of Facts the County shall verify that the witness list contact information in Form RFA-9029W: Witness Continuation is current and updated, including the current placement and placement worker information for any child or nonminor dependent victim or witness.
 7. The County shall assist the Legal Division, if necessary, in locating witnesses, with the service of subpoenas, and with the transportation of witnesses to the hearing. The County shall notify the assigned Legal Division hearing attorney (hearing attorney) if there are concerns about the testimony of a child or similarly vulnerable witness at hearing as specified in WD, Article 12. The County shall assist the hearing attorney in providing information or facilitating contact with the witness's placement worker or treatment provider if a motion to protect the witness is determined to be necessary. The County shall provide for the use of one-way closed-circuit television or video in accordance with WDs, section 12-16 (Conduct of Hearing; Confidentiality and Procedures), as applicable.
- E. Duties of the County and CDSS Legal Division after the CDSS Legal Division Receives the Case:
1. Upon receipt of the case file, the CDSS Legal Division shall be responsible for the following:
 - a. Logging the case into the Legal Case Tracking System (LCTS) and immediately assigning the case to a hearing attorney.

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- b. Preparing a new case memo identifying the hearing attorney and the hearing attorney's contact information and emailing it to the County staff identified on the Statement of Facts and the CDSS County Liaison.
2. The hearing attorney will review the complete file to determine if the evidence is sufficient to go forward with the requested administrative action. If not, the County will be consulted and the file may be closed without filing and sent back to the County for an informal resolution or to obtain more evidence.
3. For cases to be heard at SHD, the hearing attorney will review the draft Position Statement prepared by the County and work with the County to finalize it. Provided that the County provides the necessary and relevant information in a timely fashion, the CDSS Legal Division is responsible for filing the Position Statement and exhibits with SHD, and for ensuring the documents are made available to the Respondent.
4. For cases to be heard at OAH, the hearing attorney will prepare and file the Accusation or Statement of Issues in accordance with the County's request in the Statement of Facts case summary and serve on the Respondent(s).
 - a. A final Accusation or Statement of Issues shall be provided to the County welfare director, chief probation officer or designee. A copy of the filed Accusation or Statement of Issues will be emailed to the County and the CDSS County Liaison.
 - b. If there are any substantive changes to the allegations at issue that were identified in the Statement of Facts case summary provided by the County, the Legal Division shall consult the County welfare director, chief probation officer, or designee for approval prior to filing the Accusation or Statement of Issues.
 - c. A Legal Division attorney may sign an amended Accusation or Statements of Issues on behalf of the County, if the amendment is approved by the welfare director, probation officer or designee. The Legal Division shall file a copy of the amended pleading with OAH, as applicable.
5. If a resolution is sought prior to hearing, the Legal Division will discuss settlement options with the County, Respondent, CCLD or CDSS Program if applicable, draft the settlement agreement, and supervise its finalization. The County shall have the final decision on whether to approve a settlement. If a Respondent seeks to withdraw the appeal or notice of defense, the Legal Division shall prepare a written withdrawal for Respondent to sign, and if the matter has been set for hearing, submit a copy to the Administrative Law Judge.
6. For OAH cases, the Legal Division will prepare and serve discovery.
7. While the RFA administrative action is pending, the County shall keep the assigned hearing attorney informed of new developments that occur prior to the hearing (e.g., new arrests or new evidence), and of any changes in the Respondent's address or other contact information. The County shall timely forward any phone calls or correspondence from Respondent or their authorized representative to the hearing attorney.
8. The Legal Division will represent the County at the prehearing conference, settlement conference, and hearing before SHD or OAH, and prepare any necessary motions, briefs, subpoenas or other hearing documents.
9. Following the SHD or OAH hearing, the Legal Division will ensure that the proposed decision is forwarded to the CDSS Director or designee for adoption or rejection. The final decision to adopt or reject the proposed decision rests with the CDSS Director or designee.

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If the decision is rejected, the Legal Division or SHD shall review the record and prepare the final decision and order, in accordance with the established standard.

10. For matters that were heard by OAH, the Legal Division will serve the final decision and order on all parties, including the County.
11. The Legal Division shall represent the County in a request for reconsideration of the decision and order, a request for rehearing, or a request to set aside a default decision and order.
12. The Legal Division shall update the statewide data system (i.e., LAARS) with the final order or resolution.

F. Conflict Resolution:

1. If the County and the consulting or hearing attorney disagree with how to proceed on a matter, the matter shall be elevated to the supervisor level for discussion. If no agreement is reached, the matter shall be elevated to the next supervisor or manager level. If still no agreement is reached, the matter shall be elevated to the CDSS program manager and the equivalent county RFA program manager level. The County has the final decision on how to proceed on a matter, which shall be consistent with ethical duties regarding the minimum standards of evidence necessary to proceed with an action and the considerations identified below in item F.2.
2. The discussion shall include consideration of the minimum legal requirements for an action in the applicable statutes and WDs or regulations, any risks attendant to administrative litigation including a negative outcome at hearing, any risks to the health and safety of a child or nonminor dependent that may be caused by a failure to take action, and CDSS oversight responsibilities as mandated by law.
3. Nothing in this section shall interfere with the Parties' termination rights under this agreement.

IV. Psychosocial Assessment Family Evaluation

A. Provision of Psychosocial Family Evaluation Services

1. If identified in Section ~~VI~~**VII** that the County and CDSS agree that the CDSS Adoptions Services Bureau shall provide ~~psychosocial assessment~~ **family evaluation** services on behalf of the County, in part or in full, this section IV provides the terms and conditions of such services.
2. In conducting the ~~psychosocial~~ **family evaluation** services, the CDSS Adoptions Services Bureau will adhere to the requirements specified the WIC § 16519.5 and the current version 4 ~~5~~ of the RFA WDs sections ~~3-04~~: Definitions, ~~3-021~~: Forms, ~~4-03~~ ~~3-02~~: County Reporting Requirements, ~~4-05-3~~: Implementation of Resource Family Approval Program by County, and ~~6-05~~: ~~Psychosocial Assessment~~ **Family Evaluation**.

B. The CDSS Adoptions Services Bureau and County agree to coordinate efforts in the following areas:

1. Exchange information about resource family applicants and keep each other informed of general progress in the ~~psychosocial assessments~~ **family evaluations** and changes that

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may affect the ~~assessment~~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.

2. Communicate the general progress in the ~~assessment~~ evaluation that may affect the work provided by each Party, including potential inability to complete the ~~assessment~~ evaluation, as needed.
3. Establish mutually agreed upon timelines for completing the ~~psychosocial-assessment~~ family evaluation.
4. Comply with the applicable laws and the RFA WDs relevant to ~~psychosocial-assessments~~ family evaluations.
5. Provide other appropriate and necessary coordination as needed.

C. Responsibilities of the County

1. The County will take the following actions:
 - a. Refer resource family applicants to the appropriate CDSS Adoptions Regional Office for a ~~psychosocial-assessment~~ family evaluation.
 - b. Securely provide all necessary documents to the CDSS Adoptions Regional Office in order to conduct a ~~psychosocial-assessment~~ family evaluation, including, but not limited to, RFA applications, 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, DMV records, and employment verifications.
 - c. Notify resource family applicants that the County may share confidential information with CDSS to conduct a ~~psychosocial-assessment~~ family evaluation and that CDSS will perform the ~~psychosocial-assessment~~ family evaluation for the County.

D. Responsibilities of the CDSS

1. The CDSS will take the following actions:
 - a. Assign a CDSS Adoptions Specialist with a Master's degree in Social Work who may also be a Licensed Clinical Social Worker for each ~~psychosocial-assessment~~ family evaluation.
 - b. Conduct an evaluation of resource family applicants according to the RFA WDs Section 6-05: ~~Psychosocial-Assessment~~ Family Evaluation.
 - c. Conduct a separate face-to-face interview of all persons living in the home as specified in RFA WDs section 6-05(a)(2).

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- d. 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 assessment 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.
- e. Prepare a written ~~psychosocial-assessment~~ family evaluation that includes an evaluation of the information obtained during a ~~psychosocial-assessment~~ family evaluation of the resource family applicant, including a risk assessment, and recommendations that RFA be approved or denied.
- f. CDSS will provide the County with the written ~~psychosocial-assessment~~ family evaluation report within sixty (60) days of receipt of the referral for the ~~psychosocial assessment~~ family evaluation, with priority for completed ~~psychosocial-assessments~~ family evaluations for relatives with emergency placements, unless further information is needed to complete the ~~assessment~~ evaluation.
- g. Ensure all records provided to CDSS by the County and all information obtained in order to conduct a ~~psychosocial-assessment~~ family evaluation are kept confidential as specified in RFA WDs section 4-04: Confidentiality.
- h. Provide for a copy of the ~~psychosocial-assessment~~ family evaluation file upon request of the County staff responsible for the provision of RFA services.
- i. Provide a CDSS Adoptions Specialist to testify in regards to the ~~psychosocial assessment~~ family evaluation if the results of a ~~psychosocial-assessment~~ family evaluation are at issue during an administrative hearing.
- j. Absent pending litigation or other good cause identified by CDSS, the Adoptions Regional Office shall retain the records of the ~~psychosocial-assessment~~ family evaluation for ninety (90) days after an ~~assessment~~ evaluation is provided to the County. Thereafter, the ~~psychosocial-assessment~~ family evaluation file shall be securely delivered to the County. The County shall retain the closed ~~assessment~~ evaluation file in accordance with the retention policies of CDSS. Access to a copy of the ~~psychosocial-assessment~~ family evaluation file shall be made available to CDSS (or its agents or representatives) upon request in the event of audit, or as required or permitted by law.
- k. For each request, the County shall provide a copy within ten (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 CDSS for an urgent request.

E. Conflict Resolution

- 1. The County and the CDSS will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding resource family ~~psychosocial-assessment~~ family evaluation services provided by the Parties for a particular individual will be resolved as follows:
 - a. The primary social worker from the County and the CDSS will meet and confer to resolve differences regarding a particular ~~psychosocial-assessment~~ family evaluation.

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- 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 the differences remain unresolved through the process specified above, the matter will be referred to the next higher level of management for each of the Parties until the matter is resolved.

F. Conflict of Interest

1. The CDSS Adoptions Regional Office staff conducting ~~psychosocial assessments~~ **family evaluations** shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest when rendering services.
2. The CDSS shall direct CDSS Adoptions Specialists to RFA WDs section 4-02A(g) and (h) **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 his/her supervisor, who may transfer responsibility for the ~~assessment~~ **evaluation** to another Adoptions Specialist.

V. Complaint Investigations

A. Agreement to Provide Complaint Investigation Services

1. The County and CDSS agree that the CDSS Community Care Licensing Division shall investigate on behalf of the County all complaint allegations, made against resource families, if these services are identified in Section ~~VI~~**VII**; this Section V provides the terms and conditions agreed upon by the Parties for all such investigations.
2. In conducting complaint investigations, the CCLD Regional Office will adhere to the requirements specified in RFA WDs sections 3-01, 3-02, 4-03, 4-05, and 10-05A.

B. Coordination of Efforts

The CDSS and County agree to coordinate efforts in the following areas:

1. As necessary, exchange information about each resource family complaint investigation and keep each other informed of general progress in the complaint investigation and changes that may affect the result. This exchange may include, but is not limited to, any information (e.g. concerns, post complaint events, or adverse actions) relevant to the complaint investigation.
2. As needed, communicate the general progress in the complaint investigation that may affect the work provided by each Party, including potential inability to complete the complaint investigation.

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3. Establish mutually agreed upon timelines for providing requested information or responses for actions not specified in the RFA WDs or applicable law.
4. Provide other appropriate and necessary coordination as needed.

C. Complaint Referral to the CCLD

1. After the preliminary review specified in RFA WDs section 10-05A(c) the County will refer each complaint that requires an investigation to the appropriate CCLD Office within one (1) calendar day of receipt.
2. The referral must be in writing and include the physical address location of the County's file for the resource family, the contact information of the custodian of the resource family's file, the contact information of the complainant, and detailed information regarding the complaint allegation.

D. Complaint Assignment

1. Upon receipt of the complaint referral, the CCLD Regional Office shall create a file and associated file complaint number in a CCLD database for each resource family complaint investigation.
2. Upon receipt of the referral of the complaint, the CCLD Regional Office will immediately assign the complaint to staff for investigation.
3. Upon assignment, the assigned CCLD Regional Office staff will contact the custodian of the resource family file and undertake a process to secure access to the resource family file or a copy of the file.
 - a. The County agrees to allow the CCLD Office staff to have access to the resource family's file or to be provided a copy, upon request. If a copy will be provided electronically, the County is responsible for securely transferring the file to the appropriate CCLD Regional Office staff.

E. File Review and Initial Complaint Investigation

1. Upon receipt of a copy of the resource family's file or access to the file, the CCLD Regional Office staff shall undertake the following:
 - a. Review the file for any conflicts of interest in order to comply with the conflict of interest provisions in RFA WDs section 10-05A(g) and (h).
 - i. If a conflict exists or appears to exist, the CCLD Regional Office staff shall immediately report the conflict to his or her supervisor, who may transfer responsibility for the complaint investigation to another staff member.
 - b. Review the resource family's file and any related licensing files.

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- c. Confirm whether any adverse action against the resource family is currently in process by CDSS or the County, or previously undertaken or concluded by either Party. If such exist, documentation regarding the adverse action shall be made available by the County or other Division of CDSS.
- i. The additional documentation of any adverse actions shall be reviewed and made a part of the complaint investigation file.

2. Initial Investigation Activities

- a. The CCLD Regional Office staff will interview the complainant, if known.
- b. Witnesses of the alleged RFA violation may be contacted during the initial investigation and throughout the period the complaint investigation remains open.
- c. Any documentation received during the complaint investigation shall be made a part of the complaint investigation file.

F. The Initial 10-Day Visit to the Resource Family Home

- 1. The CCLD Regional Office staff will conduct an unannounced visit to the resource family's home within ten (10) calendar days of receipt of the complaint referral, except as specified in RFA WDs section 10-05A(j), (k), and (o).
- 2. The initial 10-day visit shall be fully documented in the CCLD complaint investigation file.

G. New Allegations

The CCLD Regional Office staff shall immediately report any new allegation(s) disclosed during an investigation to the County.

H. RFA Deficiencies

The CCLD Regional Office staff shall report any known or potential deficiencies unrelated to the complaint to the County so the County RFA staff can take appropriate action in response.

I. Further Investigation Required

The CCLD Regional Office staff will notify the County if the complaint investigation cannot be completed within ninety (90) days after the initial 10-day visit because further investigation is required.

J. Complaint Investigation Report

- 1. The CCLD Regional Office staff will prepare a written complaint investigation report containing a finding for each allegation as either substantiated, inconclusive, or unfounded.

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2. The CCLD Regional Office staff will forward the written complaint investigation report to the County upon completion.
3. If the County disagrees with the CCLD Regional Office complaint investigation report findings, then it shall contact the CCLD Regional Office to discuss and/or to request additional clarification.

K. Notification to Resource Family and Complainant

1. Upon receipt of the complaint investigation report, the County shall deliver a copy of the complaint investigation report to the resource family.
2. Upon request by the County, the CCLD Regional Office staff responsible for the complaint investigation report will provide technical assistance.
3. The County shall notify the complainant, if known, of the findings of the complaint investigation.

L. Follow-Up

For substantiated findings, the County RFA staff shall develop a corrective action plan for the resource family to correct identified deficiencies.

M. Cross-Reporting Investigation Results

The County shall report investigation results as specified in applicable law, RFA WDs section 4-04 and 10-05C, or as required by this agreement.

N. Records

1. Absent threatened or pending litigation or other good cause identified by CDSS, records related to the complaint investigation shall be held by the CCLD Regional Office for the duration of this agreement and for three (3) years following the expiration or termination of this agreement or three (3) years following the end date of the provision of complaint investigation services, whichever first occurs. Thereafter, the records for the complaint investigations specified in this agreement shall be delivered to the County.
2. Within ten (10) calendar days of the County's written request, the CCLD Regional Office shall provide a copy of any complaint investigation file created pursuant to this agreement.

O. Reporting Complaints with Investigations Pending

The CCLD Regional Office shall provide to the County monthly written reports of complaint investigations open longer than ninety (90) days and subject to further investigation.

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VI. Home Health and Safety Assessment

A. Provision of Home and Health Safety Assessment Services

- 1. If identified in Section VII that the County and CDSS agree that the CDSS Adoptions Services Bureau shall provide home health and safety assessment services on behalf of the County, in part or in full, this Section VI provides a description of the services and the responsibilities of the Parties.**
- 2. In conducting the home health and safety assessment services as described in the Written Directives (WDs)², Article 6, Section 6-02: Home Environment, paragraph (a) (2), the CDSS Adoptions Services Bureau will adhere to the requirements specified in the Welfare and Institutions Code section 16519.5, the most recently published version of the RFA WDs, and the most recently published version of the Form RFA-03³. Resource Family Home Health and Safety Assessment Checklist (hereinafter referred to as Form RFA-03). As appropriate CDSS shall refer to the WDs, to complete the Form RFA-03 and provide the required summary.**

B. The CDSS Adoptions Services Bureau and the County agree to coordinate efforts in the following areas:

- 1. Exchange information about resource family applicants and keep each other 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 applicant(s).**
- 2. As needed communicate the general progress in the assessment that may affect the work provided by each Party, including facts or circumstances which may delay or prevent the completion of the assessment within sixty (60) days.**
- 3. Establish mutually agreed upon timelines for completing the home health and safety assessment when such cannot be completed within sixty days. Comply with the RFA WDs relevant to home health and safety assessments.**
- 4. Provide other appropriate and necessary coordination as needed.**

C. Responsibilities of the County

- 1. The County will take the following actions:**
 - a. Refer resource family applicants to the appropriate CDSS Adoptions Regional Office for a home health and safety assessment.**
 - b. Timely provide all necessary documents to the CDSS Adoptions Regional Office, using a secure or encrypted format, or a secure file transfer protocol, so that each home health and safety assessment may be completed within sixty days.**

² Version 5 of the Written Directives was the most recent published version in effect when creating this section of the agreement. The Written Directives may be revised by CDSS during the term of this agreement.

³ The RFA-03 form includes applicable instructions in the WD Sections 11-01 through 11-16 regarding First Aid supplies including but not limited to provisions regarding self-administering, storing and documenting.

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- c. Notify resource family applicants that CDSS will perform the home health and safety assessment for the County.**
- d. Conduct the background checks and related activities as described in the RFA WDs, Section 6-03A.**
- e. For items identified as incomplete in the Home, Health and Safety Assessment provided by CDSS or form RFA 03 the County shall be responsible for verifying completion prior to approval of the resource family.**

D. Responsibilities of the CDSS

1. The CDSS will take the following actions:

- a. Assign a CDSS Adoptions Specialist with a Master's degree in Social Work who may also be bilingual and/or a Licensed Clinical Social Worker for each home health and safety assessment.**
- b. Conduct a home health and safety assessment according to the RFA WDs Section 6-02(a)(2): that includes all of the following: A health and safety assessment of the home and grounds, outdoor activity space and storage areas of the applicant's home using form RFA-03: Resource Family Home Health and Safety Assessment Checklist, to determine compliance with certain sections of Article 11 of the WDs and, if applicable, Section 11.1-07: Additional Home and Grounds Requirements for Specialized Resource Families.**
- c. Prepare a summary of the home health and safety assessment in a written format that includes an evaluation of the information obtained during a home health and safety assessment of the resource family applicant's home and property, e.g. if there are items that needed to be repaired or purchased.**
- d. CDSS will provide the County with the written summary report, that also includes the completed Form RFA 03, within sixty (60) days of receipt of the referral from the County for the home health and safety assessment.**
- e. Ensure all records provided to CDSS by the County and all information obtained in order to conduct a home health and safety assessment are kept confidential as specified in RFA WDs section 4-04: Confidentiality.**
- f. 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.**
- g. Provide a CDSS Adoptions Specialist to testify in regards to the home health and safety assessment if the results of a home health and safety assessment are at issue during an administrative hearing.**
- h. Absent pending litigation or other good cause identified by CDSS, the Adoptions Regional Office shall retain the records of the home health and safety assessment for ninety (90) days after an assessment is provided to the County. Thereafter, the home health and safety assessment file shall be securely delivered to the County. The County shall retain the closed assessment file in accordance with the retention policies set forth in Article 10, Section 10-05 of the Written Directives. Access to a copy of the home health and safety assessment**

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section of the resource family file shall be made available to CDSS (or its agents or representatives) upon request in the event of a review or audit, as permitted by law, or as required by court order.

E. Conflict Resolution

- 1. The County and the CDSS will act in good faith to resolve differences. Any disagreements or conflicts regarding resource family home health and safety assessments and how they are performed will be resolved as follows:**
 - a. The primary social worker from the County and the CDSS will meet and confer to resolve differences regarding home health and safety assessments.**
 - 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. Requests shall be made by written communication such as email to /from the county to/from the relevant CDSS Adoptions Regional Office Manager. Response times between the parties will be no longer than seven calendar days. Communication may be in person or by telephone. Meetings will continue until the differences are resolved.**
 - d. If the differences remain unresolved through the process specified above, the matter will be referred to the next higher level of management for each of the Parties until the matter is resolved if appropriate.**

F. Conflict of Interest

- 1. The CDSS Adoptions Regional Office staff conducting home health and safety assessments shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest when rendering services.**
- 2. The CDSS shall direct CDSS Adoptions Specialists to RFA WDs section 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 his/her supervisor, who may transfer responsibility for the home health and safety assessment to another Adoptions Specialist.**

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VI VII. Identification of Services

The Parties identify that in addition to the services of Section III, Legal Consultation and Legal Representation on Appeals, the services described in Section IV, ~~and/or~~ Section V **and/or Section VI** are a part of this agreement, if checked below:

~~Section IV, Psychosocial Assessment~~ ☐

Section IV, Family Evaluation ☒

Section V, Complaint Investigations ☒

Section VI, Home Health and Safety Assessment ☐

VII VIII. Project Representatives for CDSS and the County

CDSS Program Representative:

Name: ~~Gina Jones~~ **Loretta R. Miller**
Title: ~~Policy~~ **Administrative** Analyst
Address: 744 P Street, MS 9-14-46
Sacramento, CA 95814
Phone: ~~916-651-9443~~ **916-651-9431**
Email: ~~Gina.Jones@dss.ca.gov~~ **Loretta.Miller@dss.ca.gov**

County of Lake Representative:

Name: Kim Costa
Title: Program Manager
Address: Lake County Department of Social Services
P.O. Box 9000
Lower Lake, CA 95457
Phone: (707) 262-4546
Email: kimberly.costa@cws.state.ca.us

Changes to the project representative information may be made by written notice to the other Party and shall not require an amendment to this agreement.

VIII IX. Authority to Enter into This Agreement

Each Party entering into this agreement warrants the existence of the authority to enter into this agreement on behalf of the named Party.

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GENERAL TERMS AND CONDITIONS**

A. Term

The initial term of this agreement shall commence on January 1, 2017, and shall terminate on June 30, 2019 (the "Initial Term"). This agreement may be renewed by written amendment on a year-to-year basis for each one-year renewal period, upon its commencement, to constitute part of the "Term" for all purposes hereunder.

B. Termination

1. **Termination without Cause:** Each Party reserves the right to terminate this agreement at any time and for any reason upon provision of ninety (90) days' advance written notice to the other Party in accordance with paragraph O (Notices).
2. **Termination for Cause:** Each Party reserves the right to terminate the agreement for cause. In addition, if either Party defaults under this agreement, the agreement may be terminated by the non-defaulting Party effective upon provision of forty-five (45) days advance written notice of termination provided to the defaulting Party in accordance with Paragraph O (Notices).
3. **Default Costs:** In the event of termination of this agreement due to a default by either Party, the non-defaulting Party shall not be liable for any costs incurred by the defaulting Party in connection with such termination.
4. **Return of Materials:** Upon the expiration or earlier termination of this agreement, each Party shall return to the other Party any and all materials, equipment or documents provided by the other Party in connection with the activities governed by this agreement within ten (10) business days of written demand therefor.

C. Ineligible for Federal Assistance

This agreement is void or voidable if the either Party receives reliable information that the other Party has been debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal agreements, certain sub-agreements, and certain Federal assistance and benefits.

D. Amendments

This agreement may be modified, amended, or supplemented only by a written amendment, signed by a Representative from each Party, who has the authority to act on behalf of their respective Party. Each Party is responsible for obtaining the necessary approval(s) before entering into any amendment.

E. Time

1. Time is of the essence for the performance of the services of this agreement. Each Party shall promptly comply with the terms of this agreement and in the performance of the activities described in Exhibit A, Sections III, IV, and V. If a Party is unable to comply with a term or requirement of this agreement, it shall promptly notify the other Party's Project Representative of the inability to comply with the particular requirement or term.
2. Each Party to this agreement shall devote such time to the performance of the activities described in Exhibit A as may be reasonably necessary for the satisfactory performance of the obligations of this agreement.

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3. The Party failing to meet the timelines described in the services in Exhibit A, Sections III, IV, and V of this agreement shall be responsible for any fees or costs imposed by the applicable law which result due to the other Party.

F. Default

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.

G. Conflict of Interest

The Parties agree to enforce the requirements of the California ~~Govt~~ **Government** Code, § 1090 et seq. and §§ 87100 through 87105 to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

H. 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 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

1. The Parties represent that each is aware and shall follow: a) Title VII of the Civil Rights Act of 1964, including subsequent amendments (42 USC § 2000e et seq.); b) the Age Discrimination Act of 1967 (29 USC 621 et seq.); c) Title I of the Americans with Disabilities Act of 2008 (42 U.S.C §12101 et seq.); and d) the California Fair Employment and Housing Act (Govt. Code, § 12900 et. seq.), including the related regulations commencing at 2 CCR § 11006 et seq.
2. 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.
3. The Parties agree to include the non-discrimination and compliance provision of this paragraph in all sub-agreements, if any, to perform services under this agreement.

I. Change in Statutes or Regulations

If there is a change of statute or regulations, including the **Written Directives**, 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 paragraph O of this agreement or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the agreement.

J. Assignment

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

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Each successor or assignee of the applicable Party to this agreement shall be held jointly and severally liable under this agreement.

K. 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. A Party may, in its sole discretion, change its designation of its Project Representative upon providing written notice to the other Party at least ten days prior to such change in accordance with paragraph O (Notices). The Project Representatives for the Parties are specified in the Exhibit A, Page 7, in Section IV.

L. Waiver

1. Any waiver shall be memorialized in writing, and signed by the Project Representative of each Party. However, neither Party may waive provision or right in the agreement that is a required act specified in the WDs.
2. The failure of either Party to enforce any right or provision of this agreement shall not be construed as a waiver by the other Party of its rights under the agreement and shall not prevent the other Party from subsequently enforcing such right or provision.

M. Cumulative Rights

The rights and remedies of the Parties herein are cumulative and are in addition to any other rights or remedies that the Parties may have at law or in equity.

N. Severability

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.

O. Notices

A notice to the other Party in the administration of this agreement shall be given to the Party's Project Representative by regular mail, by facsimile transmission, or by email as more particularly specified in this paragraph. Any such notice will be deemed given on:

1. Personal Service: The day the notice is personally delivered to the Party's Project Representative.
2. United States Mail: Five days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative with first-class postage fully prepaid;
3. Facsimile: On the day the notice is transmitted by facsimile to the facsimile number specified as specified in Section VII, provided that an original of such notice is deposited in the United States mail, addressed to the Party's Project Representative on the same day as the facsimile transmission is made; or

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4. Email: On the day the notice is transmitted by email to the email address of the Party's Project Representative.

P. Invoicing for Psychosocial Assessments Family Evaluations

1. If Psychosocial Assessments Family Evaluations were identified in Exhibit A, Section VI, as part of this agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Psychosocial Assessment Family Evaluation services were provided completed. The quarterly invoices shall include for each open psychosocial assessment completed Family Evaluation the non-federal cost per case rate.
2. The CDSS shall track each Psychosocial Assessment Family Evaluation and invoice for the non-federal cost share of \$1,150 per each Psychosocial Assessment Family Evaluation.¹ CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for FY 18/19 will be subject to change based on the applicable federal discount rate for that year.
3. ~~Up to the amount withheld by CDSS from the RFA allocation for psychosocial assessments, CDSS shall include on the invoices, "No amount owing for the provision of the psychosocial assessments."~~
4. ~~The County shall pay CDSS monthly~~ quarterly, ~~in arrears when the invoiced amount of the Psychosocial Assessments exceeds the amount of the amount withheld from the RFA Allocation. Payment shall be made from the LRF of the County. 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).~~
 - a. ~~This provision shall only apply up to the amount specified in the CFL 16/17 45 for Fiscal Year 2016-2017.~~
5. ~~4.~~ If it is determined by CDSS that the average psychosocial-assessment family evaluation greatly exceeds the estimated hours, 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).
6. ~~5.~~ If the Exhibit A identifies that CDSS will provide only a portion of the County's psychosocial-assessments family evaluations the following shall apply:
 - a. The cost of the psychosocial-assessment family evaluation shall be the same as identified above in this Attachment, section P, paragraph 2;
 - b. ~~CDSS may withhold up to fifty (50) percent of the RFA Allocation for each fiscal year;~~
 - c. ~~Upon invoicing to the amount of the withhold, CDSS shall no longer be responsible for the provision of the psychosocial assessments, unless this agreement is amended or a subsequent agreement is entered into by the Parties; and~~

¹ The estimated cost to complete each Psychosocial Assessment Family Evaluation is \$1,704.00. The federal funds share is \$554.

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~~d. CDSS shall notify the County when 25% of the RFA Allocation has been invoiced.~~

Q. Invoicing for Complaint Investigations

1. If Complaint Investigations were identified in Exhibit A, Section VI, as part of this agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Complaint Investigation services were provided ~~completed~~. The quarterly invoices shall include, for each open completed complaint investigation, the non-federal cost per case rate.
2. The CDSS shall track each Complaint Investigation and invoice for the non-federal cost of \$767.² CDSS shall not invoice for the amount of the services involving the federal funds share. **The non-federal share of costs for FY 18/19 will be subject to change based on the applicable federal discount rate for that year.**
3. ~~Up to the amount of the available RFA allocation, CDSS shall include on the invoices, "No amount owing for the provision of the complaint investigation activities."~~
4. ~~3. The County shall pay CDSS monthly quarterly, in arrears when the invoiced amount of the Complaint Investigation activities exceeds the amount of the RFA Allocation to the County. Payment shall be made from the Local Revenue Fund of the County. **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 LRF for subsequent payment(s).**~~
 - a. ~~This provision shall only apply up to the amount specified in the CFL 16/17 45 for Fiscal Year 2016-2017.~~
5. ~~4. If it is determined by CDSS that the average complaint investigation greatly exceeds the estimated hours, 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).~~
6. ~~5. If the Exhibit A identifies that CDSS will provide only a portion of the County's complaint investigations the following shall apply:~~
 - a. The cost of the complaint investigation shall be the same as identified above in this Attachment, section Q, paragraph 2;
 - b. ~~CDSS may withhold up to fifty (50) percent of the RFA Allocation for each fiscal year;~~
 - c. ~~Upon invoicing to the amount of the withhold, CDSS shall no longer be responsible for the provision of the complaint investigation, unless this agreement is amended or a subsequent agreement is entered into by the Parties; and~~
 - d. ~~CDSS shall notify the County when 25% of the RFA Allocation has been invoiced.~~

² The estimated cost to complete each Complaint Investigation is \$1136.00. The federal funds share is \$369.

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R. Invoicing for Home, Health and Safety Assessments

- 1. If Home, Health and Safety Assessments were identified in Exhibit A, Section VII, as part of this agreement, 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 \$256 per each Home, Health and Safety Assessment.³ CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for FY 18/19 will be subject to change based on the applicable federal discount rate for that year.**
- 3. The County shall pay 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 CDSS that the average Home, Health and Safety Assessment greatly exceeds the estimated hours, 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 identifies that CDSS will provide only a portion of the County's Home, Health and Safety Assessments the following shall apply:**
 - a. The cost of the Home, Health and Safety Assessment shall be the same as identified above in this Attachment, section R, paragraph 2;**

R-S. General Fund Resource Family Approval Allocation

~~The Parties agree that for the provision of the services and activities of CDSS identified in the agreement, Exhibit A, Section VI and as specified in this Attachment, paragraphs P and Q, CDSS may withhold the annual General Fund RFA Allocation for each fiscal year or portion of a fiscal year this agreement is in effect.~~

CDSS will now release the General Fund RFA allocation to all the Counties in the full amount, and the County shall use those funds to pay for contracted activities of this agreement. CDSS will invoice the County as identified in Sections P and Q, above. The County will use the LRF for costs exceeding the General Fund RFA Allocation. CDSS will not be withholding any portion of the RFA allocation each fiscal year.

S-T. Local Revenue Fund of 2011 (LRF) 2011 Realignment LRF

~~The Parties agree that for the provision of the services and activities of CDSS identified in the agreement, Exhibit A, Section VI and as specified in this Attachment, paragraphs P and Q, CDSS may submit invoices and seek reimbursement from the County up to the amount of the LRF for such services and activities for each fiscal year or portion of a fiscal year this~~

³ The estimated cost to complete each Home, Health and Safety Assessment is \$368.00. The federal funds share is \$112.00.

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~~agreement is in effect.~~ **General Fund RFA Allocation and then from the County's LRF, as necessary. The Counties will be expected to pay from its LRF fund activities reflected in the invoices which exceed the County's General Fund RFA Allocation.**

T-U. Continuation of Services

In the event this agreement expires or is terminated with open Complaint Investigations, ~~Psychosocial Assessments~~ **Family Evaluations, Home Health and Safety Assessments** or Legal Consultations or Legal Representation on Appeals, CDSS may complete such actions in accordance with the terms of this agreement; submit invoices as identified in this Attachment, withhold a corresponding portion of the RFA Allocation to complete such activities from a current or subsequent fiscal year, and receive payment obtain from the County from its LRF for a current or subsequent fiscal year.

U-V. Cost Increase

During the term of this agreement, and as the Budget Act allows, CDSS and the County may approve an increase in the service levels provided by and increase the amount that the County shall pay CDSS from the **County's General Fund RFA allocation and the LRF,** and ~~that CDSS may withhold from the RFA allocation.~~

V-W. 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 agreement. 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 agreement.

W-X. Negotiated Agreement

This agreement was negotiated between the Parties. Neither Party is deemed to be the Party which prepared this agreement within the meaning of California Civil Code, section 1654.

X-Y. 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.

Y-Z. Information Subject to a Business Associate Agreement

The Parties agree to identify for the other Party protected health information in the 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.

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Z AA. Conflicting Disclosure Laws

The Parties agree to follow the requirements of the law for the disclosure of confidential 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.

AA-BB. 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.

BB-CC. 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.

CC DD. Indemnification

1. Claims Arising from Acts or Omissions of the County

The County hereby agrees to defend and indemnify the CDSS, 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. Claims Arising from Acts or Omissions of the CDSS

The CDSS hereby agrees to defend and indemnify the County, its agents, officers, and employees (hereinafter collectively referred to as the COUNTY), from any claim, action, or proceeding against the COUNTY arising out of the acts or omissions of the CDSS in the performance of this agreement. 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 agreement. The County shall notify the CDSS promptly of any claim, action or proceeding and cooperate fully.

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DD-EE. 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, except as identified in Exhibit A.

EE-FF. 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 this state relating to insolvency or protection of the rights of creditors.

FF-GG. 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 A, Attachment 3. Evidence of CDSS' self-insurance for liabilities, from the use of motor vehicles includes owned, non-owned, and hired vehicles used by CDSS employees in the performance of services, is provided with Exhibit A, Attachment 4.

GG-HH. Title to Documents: Copyrights

The reports, forms and other materials produced by the CDSS pursuant to this agreement 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.

HH-II. Venue

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

II-JJ. 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.

**REVISED EXHIBIT A, ATTACHMENT 1
GENERAL TERMS AND CONDITIONS**

JJ-KK. Entire Agreement

This agreement is the entire agreement of the Parties for the performance of the services described in Exhibit A. 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.

1. The following County Finance **Fiscal** Letter(s) **(CFL)** are **is** incorporated by reference:
 - a. CFL 16/17-45



Governor Edmund G. Brown Jr.

July 01, 2018

**STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2018 / JUNE 30, 2019**

To 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.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher Carroll", is located below the "Sincerely," text.

Christopher Carroll
Associate Risk Analyst
Insurance Services Unit
Phone: (916) 376-5279
Fax: (916) 376-5275
christopher.carroll@dgs.ca.gov

To request updated letter of self-insurance, please submit to riskmanagement@dgs.ca.gov



Governor Edmund G. Brown Jr.

**STATE OF CALIFORNIA
AUTOMOBILE LIABILITY / PHYSICAL DAMAGE
FISCAL YEAR JULY 1, 2018 / JUNE 30, 2019**

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, appearing to read "Christopher Carroll", is positioned above the typed name and contact information.

Christopher Carroll
Associate Risk Analyst
Insurance Services Unit
Phone: (916) 376-5279
Fax: (916) 376-5275
christopher.carroll@dgs.ca.gov

To request updated letter of self-insurance, please submit to riskmanagement@dgs.ca.gov

**REVISED EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this agreement shall not exceed ~~\$0.00~~ **\$27,600.00**. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

2016/17 \$0.00
2017/18 ~~\$0.00~~ **\$13,800.00**
2018/19 ~~\$0.00~~ **\$13,800.00**

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Lake agrees to pay the California Department of Social Services for said services in accordance with the non-federal cost per case rates specified in Exhibit A, Attachment 1, Sections ~~P~~, and/or ~~Q~~ **and/or R**, as follows:

Psychosocial Assessments Family Evaluation: \$1,150.00 per case
Complaint Investigations: \$767.00 per case
Home, Health and Safety Assessment: \$256.00 per case

3. Invoices shall include the Agreement Number: 16-5022 **A-1** and Index Code: 2570 and shall be submitted in triplicate not more frequently than quarterly in arrears to:

California Department of Social Services
Continuum of Care Reform
744 P Street, M.S. 9-14-46
Sacramento, CA 95814
Attn: Loretta Miller

B. State Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, 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.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

C. For Contracts with Federal Funds

1. 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.
2. This Agreement is 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 this 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 this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

**REVISED EXHIBIT B
(Standard Agreement)**

4. CDSS has the option to invalidate the Agreement under a 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

D. Review

Each party reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

E. Final Billing

Invoices for services will be distributed by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice will include the statement "Final Billing."