SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS

MEETING DATE: 06/20/2023

DEPARTMENT: Social Services

PHONE NUMBER: (530) 993-6720

REQUESTED BY: Lori McGee, Interim Director

TYPE OF AGENDA ITEM:

☐ REGULAR ☑ CONSENT ☐ TIMED

SUPPORTIVE DOCUMENT ATTACHED:

☐ RESOLUTION ☑ MEMO
☑ AGREEMENT OTHER _____

AGENDA ITEM:

Agreement between the California Department of Social Services and the County of Sierra to provide services or activities related to the Resource Family Approval (RFA) program.

BACKGROUND INFORMATION:

Please see attached memo.

FUNDING SOURCE: 0515800
GENERAL FUND IMPACT: NO ADDITIONAL

OTHER FUND:
AMOUNT: $ 18,140.00 ANNUALLY

ARE ADDITIONAL PERSONNEL REQUIRED?

☐ YES ☑ NO

TYPE OF EMPLOYEE NONE

IS THIS ITEM ALLOCATED IN THE BUDGET?

☑ YES ☐ NO

IS A BUDGET TRANSFER REQUIRED?

☐ YES ☑ NO

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:

☐ APPROVED ☐ APPROVED AS AMENDED
☐ ADOPTED ☐ ADOPTED AS AMENDED
☐ DENIED ☐ OTHER
☐ NO ACTION TAKEN

SET PUBLIC HEARING FOR:

_____

DIRECTION TO: _____
REFERRED TO: _____
CONTINUED TO: _____
AUTHORIZATION GIVEN TO: _____

BOARD VOTE: ☐ BY CONSENSUS

AYES:
ABSTAIN:
NOES:
ABSENT:

RESOLUTION 2023-_____
AGREEMENT 2023-_____
ORDINANCE _____

COMMENTS:

_____ _____
CLERK OF THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lori McGee, Interim Director
Reference: Agenda Item
Date of memo: June 6, 2023
Date of Board Meeting: June 20, 2023

Requested Action: Agreement between the California Department of Social Services and the County of Sierra to provide services or activities related to the Resource Family Approval (RFA) program.

Mandated by:

Funding
Budgeted? YesX No

Revenue	$18,140.00	**RFA Allocation and Local Revenue Fund**
Expenses	$18,140.00	**RFA Allocation and Local Revenue Fund**
Difference	0	

Background Information: The Resource Family Approval (RFA) 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 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 non-minor dependents who reside or may reside in a resource family home.

Potential Issues to consider: None

Alternatives or Impacts of disapproval:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-5015	

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

CONTRACTING AGENCY NAME
County of Sierra, Department of Social Services

CONTRACTOR NAME
California Department of Social Services

2. The term of this Agreement is:

START DATE
July 01, 2023

THROUGH END DATE
June 30, 2024

3. The maximum amount of this Agreement is:
$18,140.00 Eighteen Thousand One Hundred and Forty Dollars and 00/100

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

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	29
	Exhibit A - Attachment 1	General Terms and Conditions	8
	Exhibit A - Attachment 2	Information Security Requirements	2
+ -	Exhibit A - Attachment 3	State of California Public Liability and Workers Compensation Insurance	1
+ -	Exhibit A - Attachment 4	State of California Automobile Liability/Physical Damage	1
+ -	Exhibit B	Budget Detail and Payment Provisions	6

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
California Department of Social Services

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
744 P Street, MS 9-6-747	Sacramento	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE
Marvel Alder	SSM I, Non-IT Contracts
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-5015	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
County of Sierra, Department of Social Services			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
P.O. Box 1019	Loyalton	CA	96115
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

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 Sierra, 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 VII, the CDSS and County have agreed that certain services for the family evaluation, complaint investigations or home health and safety assessments shall be provided as described in Sections IV, V and VI of this Agreement.

I. Background

The RFA program was created to provide a unified, family-friendly, and child-centered process to replace the 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 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)(3), 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 a resource family home.

II. Definitions

A. "County" means the largest political division of the State having corporate powers, wherein the County's powers are exercised through its board of supervisors or through agents and officers acting under the authority of the board or authority conferred by law (Govt. Code § 23000 et seq.). As used in this Agreement, the County includes agents, officers, directors, and County employees who conduct RFA activities on behalf of the County, as described in Welfare and Institutions Code section 16519.5 et seq.

B. "Resource Family Approval" or "RFA" program means the program wherein an applicant seeks to meet the home environment assessment and permanency

EXHIBIT A
(Standard Agreement)

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.

C. "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 Hearings Division, a "Respondent" also means a "claimant," as defined in CDSS Manual of Policy and Procedures section 22-001.

D. "Written Directives" (WDs)[1] means the written processes, standards, and requirements issued by the CDSS to implement the RFA Program. (See WDs section 3-01. The WDs have the same force and effect as regulations; ensure that a county uses the same standards for RFA; and ensure that a county does not implement policies or procedures that conflict with or attempt to supersede the WDs; (WDs section 2-01.)

III. Legal Consultation and Legal Representation on Appeals/State Hearings Division (SHD) and Office of Administrative Hearings (OAH)

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.

i. For the purposes of this section, the County shall ensure that the agents, directors, officers, and employees of the County who conduct RFA activities on behalf of the County, are familiar with and follow applicable laws for privacy and confidentiality, as well as protect and maintain the confidential nature of the communications created by attorney-client relationships, including, but not limited to, Evidence Code section 952 and applicable case law.

[1] Version 8 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 and shall be in effect from the date of revision.

EXHIBIT A
(Standard Agreement)

2. Except as otherwise provided in this section, 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 SHD or the OAH. Nothing in this section shall preclude a County representative from being present at a RFA hearing.

3. If the County chooses to represent itself on an appeal in an individual case, it shall not send a Statement of Facts as described in Section III(D) to the CDSS Legal Division to request representation and shall not seek legal advice or direction from the CDSS Legal Division. In those cases, the County hearing representative shall receive legal advice and direction from County Counsel or their designee. The CDSS Legal Division shall not provide legal representation or advice.

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 filed by or against the County, except that the CDSS Legal Division may 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 issued to the County;

    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;

    g. Assistance with issuing or serving an investigatory subpoena or warrant;

    h. Hearings or proceedings regarding jurisdictional disputes where no Notice of Action for denial or rescission of resource family approval, or denial or rescission of a criminal record exemption, has been served;

    i. Defending the county on a Temporary Suspension Order (TSO); and

EXHIBIT A
(Standard Agreement)

j. 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, 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, or denial or rescission of a criminal record exemption; and is required to consult with the CDSS Legal Division when recommending the exclusion of an individual.

2. Pursuant to this Agreement, legal consultation for denials or rescissions for which the County seeks CDSS Legal Division representation shall be with the CDSS Legal Division, and not County Counsel.

3. The County may request a legal consultation with the CDSS Legal Division regarding legal or evidentiary issues related to an investigation, family evaluation or other matters affecting the approval.

4. If the County seeks a TSO against a resource family's approval, in addition to consulting with the CDSS Legal Division on the matter, the County shall consult with their County Counsel prior to service of a TSO. The County should follow its internal procedures for an RFA TSO.

5. Legal consultation shall not include technical assistance regarding program requirements or procedures, RFA implementation or statewide policies; these issues shall be referred to the CDSS RFA County Liaison, RFA Policy Analyst, or RFA Inbox.

6. The County shall work with the CDSS RFA County Liaison to schedule a regular monthly legal consult meeting, or as needed. 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 RFA County Liaison by phone, email or in-person and request an urgent consult with their assigned CDSS Legal Division consulting attorney.

7. Prior to a scheduled legal consult, the County shall obtain the evidence necessary to support the information contained in the legal consultation memo related to the County's finding, position, or action requested.

EXHIBIT A
(Standard Agreement)

8. The County shall prepare a confidential legal consultation memo for 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 RFA county liaison. Upon request, the CDSS RFA County Liaison shall provide technical assistance to the County regarding the program requirements or procedures including but not limited to family evaluations, RFA implementation, statewide policies, legal consult procedures or how to draft the Notice of Action, legal consultation memo or statement of facts. Both Parties shall maintain the confidentiality of all attorney-client communications, including the legal consult memo.

9. Using a secure or encrypted format, or a secure file transfer protocol, the County shall send a properly completed legal 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 RFA County Liaison and the consulting attorney at least five (5) business days prior to the date of the regularly scheduled consult.

10. The consult meeting is an opportunity for the CDSS Legal Division consulting attorney and CDSS RFA County Liaison 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 RFA 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.

11. If a matter to be discussed at the consult involves a recommendation for an exclusion action, a family evaluation conducted by CDSS, an investigation conducted by CDSS, or dual or multiple programs (e.g., RFA 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.

    a. The County may request the assistance of the CDSS RFA County Liaison 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.

EXHIBIT A
(Standard Agreement)

c. Agents of the County who conduct activities as described in Welfare and Institutions Code section 16519.5 may be present during the 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. The County shall ensure that the agent of the County is aware of and complies with the confidentiality of the legal consult, the legal advice provided, and the confidentiality of any information shared, as required by law.

12. The CDSS Legal Division 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. If the legal consult memo or draft Notice of Action are incomplete, said attorney may return them to the County to complete them or refer the County to the CDSS RFA County Liaison for technical assistance.

13. The CDSS Legal Division 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 RFA County Liaison. If the matter involves dual or multiple programs or an exclusion action, the CDSS Legal Division consulting attorney shall provide the relevant CCLD Regional Office staff (licensing action) or CDSS RFA County Liaison (RFA exclusion action) with a copy of the consult memo and legal advice.

14. If the advice of the CDSS Legal Division consulting attorney is to proceed with an action that affects the approval, the County should notify the child(ren)'s placement worker, as applicable.

15. If the County fails to comply with the requirements of this Section III(B), the County waives its right pursuant to this contract to have CDSS Legal Division representation on the appeal.

C. County Duties Regarding Processing the Notice of Action and Appeal (NOA)

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.

EXHIBIT A
(Standard Agreement)

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, WDs or regulations, and internal procedures 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 (in AARS);

   c. For OAH cases, immediately send the acknowledgment of appeal to Respondent and begin preparing the case for the CDSS Legal Division as described in paragraph D;

   d. For SHD cases, begin preparing the case to be sent to the CDSS Legal Division at the same time the appeal is forwarded to the SHD as described in paragraph D;

   e. Obtain legal case number from CDSS RFA County Liaison and add number to Statement of Facts; and

   f. Forward the appeal to SHD by uploading the NOA and appeal to SHD's Appeals Case Management System (ACMS).

D. Preparing the Case to Send to the CDSS Legal Division After Receipt of an Appeal:

1. To obtain the CDSS Legal Division's representation on an RFA appeal, the County shall prepare a Statement of Facts using the current versions of the following confidential attorney-client forms:

   a. Form RFA-9029: Statement of Facts Summary Sheet – Resource Family

   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

EXHIBIT A
(Standard Agreement)

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 CDSS Legal Division by encrypted email or Secure File Transfer (in AARS) 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. The County shall comply with the WD section 10-05 related to retention of the Resource Family File.

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 CDSS Legal Division and CDSS RFA County Liaison 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 RFA County Liaison the Statement of Facts forms and originals of all relevant documents within thirty (30) days of receipt of the appeal. The CDSS RFA County Liaison shall 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 CDSS Legal Division. If certified records are received after the case has been forwarded, then the County shall forward them to the CDSS Legal Division.

6. Prior to finalizing the Statement of Facts, the County shall verify that the witness list contact information in Form RFA-9029: Witness List is current and updated, including the current placement and placement worker information for any child or nonminor dependent victim or witness.

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:

EXHIBIT A
(Standard Agreement)

a. Logging the case into the Legal Case Tracking System (LCTS) and immediately assigning the case to a CDSS Legal Division hearing attorney.

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 RFA County Liaison.

2. The CDSS Legal Division hearing attorney shall review the complete file to determine if the evidence is sufficient to go forward with the requested administrative action. If not, the County shall 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 CDSS Legal Division hearing attorney shall 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. The County shall be responsible for making available to Respondent all relevant documents in the County's possession in accordance with the WD's. Prior to disclosure to Respondent, the County shall withhold or redact documents that are confidential or privileged as required by law.

4. For cases to be heard at OAH, the hearing attorney shall prepare, sign 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 copy of the filed Accusation or Statement of Issues shall be provided to the County welfare director or chief probation officer or designee.

   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 CDSS 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 CDSS Legal Division attorney may sign an amended Accusation or Statement of Issues on behalf of the County, if the amendment is approved by the welfare director, probation officer or designee. The

EXHIBIT A
(Standard Agreement)

d. CDSS Legal Division shall file a copy of the amended pleading with OAH, as applicable.

5. If a resolution is sought prior to hearing, the CDSS Legal Division shall 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 CDSS 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 CDSS Legal Division shall prepare and serve documents on Respondent in accordance with Government Code sections 11507.5 and 11507.6.

7. While the RFA administrative action is pending, the County shall keep the assigned CDSS Legal Division 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, his or her authorized representative, or SHD to the CDSS Legal Division hearing attorney.

8. The County shall assist the CDSS Legal Division, if necessary, in locating witnesses, with the service of subpoenas for appearance at hearing, and with the transportation of witnesses to the hearing. The County shall notify the assigned CDSS Legal Division hearing attorney if there are concerns about the testimony of a child or similarly vulnerable witness at hearing as specified in WDs, Article 12. The County shall assist the CDSS Legal Division 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.

9. The CDSS Legal Division shall represent the County at the prehearing conference, settlement conference, and hearing before SHD or OAH, and prepare any necessary motions, briefs, subpoenas, settlement documents or other hearing documents, including those related to the County's withdrawal of a NOA and defaults, as outlined in the Written Directives.

EXHIBIT A
(Standard Agreement)

10. The County shall be responsible for the following hearing-related duties and costs, including but not limited to the following:

    a. Reserving hearing rooms;

    b. Interpreters;

    c. Court reporters;

    d. Witness and expert witness fees;

    e. Security, if it is determined by the CDSS Legal Division hearing attorney, the county or an administrative law judge that a threat exists to the health and safety of those persons attending a hearing;

    f. Obtaining records needed for hearing; and

    g. Other hearing-related costs.

11. Following the SHD or OAH hearing, a proposed decision is adopted or rejected by the CDSS Director or designee. If the decision is rejected, the CDSS shall review the record and prepare the final decision and order, in accordance with the established standard.

12. The CDSS shall serve the final decision and order on all parties, including the County.

13. The CDSS Legal Division may 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. If a conflict of interest exists, then representation by CDSS Legal Division shall be subject to the written consent of the parties and compliance with the Rules of Professional Conduct and paragraph G of this section.

14. The CDSS Legal Division shall update the statewide data system (i.e., AARS) with the final order or resolution.

F. Conflict Resolution:

1. If the County and the CDSS Legal Division consulting or hearing attorney disagree with how to proceed on a matter, the matter shall be resolved as follows:

EXHIBIT A
(Standard Agreement)

a. The matter shall be elevated to the County RFA supervisor and the CDSS Legal Division attorney's supervisor to meet and confer to resolve the matter.

b. If no agreement is reached, the matter shall be elevated to the next County supervisor or manager level, and for the CDSS Legal Division, to the Assistant Chief Counsel to meet and confer to resolve the matter.

c. If still no agreement is reached, the matter shall be elevated to the Senior Assistant Chief Counsel and the equivalent County RFA program manager level to meet and confer to resolve the matter.

2. The County has the final decision on how to proceed on a matter, which shall be consistent with the CDSS Legal Division attorney's ethical duties regarding the minimum standards of evidence necessary to proceed with an action and the considerations identified below in paragraph F.3. of this Section.

3. The resolution 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.

4. Nothing in this section shall interfere with the Parties' termination rights and the right of the CDSS Legal Division to withdraw from representation pursuant to the terms of this Agreement or applicable law.

G. Professional Responsibility; Conflict of Interest in Representation

1. The County acknowledges that the attorneys within the CDSS Legal Division have an ethical and legal duty to avoid a conflict of interest or the appearance of a conflict of interest when providing legal services to the County.

2. Pursuant to the California Rules of Professional Conduct, the CDSS Legal Division's attorneys may not be permitted to represent a client when there is a conflict of interest. If applicable, the CDSS Legal Division attorney is required to take certain actions which may include, but are not limited to, withdrawal from representation for individual cases or obtaining informed written consent from each client for individual cases.

EXHIBIT A
(Standard Agreement)

3. The Parties acknowledge that there exists an appearance of a conflict of interest or an actual conflict of interest due to the CDSS Legal Division representing both CDSS and the County in administrative actions falling within the jurisdiction of both agencies. By the signing of this Agreement, the Parties are providing their written consent to the CDSS Legal Division's dual representation of both CDSS and the County, where applicable.

4. In all other matters in which there exists an appearance of a conflict of interest or an actual conflict of interest, the CDSS Legal Division consulting or hearing attorney shall report the conflict to the County in writing as soon as possible after discovering the conflict. Potential conflicts of interests that may arise in RFA matters include, but are not limited to, the following:

   a. Dual program matters involving an RFA and licensing action where the County and CDSS disagree on how to proceed;

   b. Conflicts regarding the CDSS oversight function over the County's RFA program;

   c. Conflicts due to a lawsuit pending against CDSS or the County; and

   d. A request by the County for reconsideration of a CDSS issued order.

H. Withdrawal from Representation

1. If a County fails to follow legal advice or fails to perform any of its duties as set forth in this Agreement, the CDSS Legal Division retains the right to withdraw on referred cases by sending a written notice identifying those case(s) from which it is withdrawing to the County as specified in Exhibit A, Attachment 1, page 4, Paragraph O (Notices), subparagraphs 2 (United States Mail) or 3 (Facsimile).

2. The Parties acknowledge and agree that the CDSS Legal Division must decline or terminate representation on cases as required by the California Rules of Professional Conduct.

IV. Family Evaluation

A. Provision of Family Evaluation Services

1. If identified in Section VII that the County and the CDSS agree that the CDSS Adoption Services Branch shall provide 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 family evaluation services, the CDSS Adoption Services Branch shall adhere to the requirements specified in Welfare and Institutions Code section 16519.5 and the following RFA WDs sections: 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.

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

1. Exchanging information about resource family applicants and keeping each Party informed of general progress in the family evaluation, and changes that may affect the family 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. Communicating regarding the general progress of the family evaluation that may affect the work provided by each Party, including potential inability to complete the evaluation, as needed.

3. Establishing mutually agreed upon timelines for completing the family evaluation.

4. Complying with the applicable laws and the RFA WDs relevant to family evaluations.

5. Providing other appropriate and necessary coordination as needed.

C. Responsibilities of the County

1. The County shall take the following actions:

a. Refer resource family applicants to the appropriate CDSS Adoptions Regional Office for a family evaluation.

b. In the case of an Indian child, notify the tribal representative(s) of the referral to the CDSS Adoptions Regional Office for a family evaluation. In the referral form to the CDSS Adoptions Regional Office, provide the

EXHIBIT A
(Standard Agreement)

tribal representative(s) contact information to the CDSS Adoptions Regional Office.

c. Provide all necessary documents as they become available to the CDSS Adoptions Regional Office in order to conduct a family evaluation, including, 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 (DMV) records, and employment verifications.

d. 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 family evaluation for the County.

e. 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 Written Directives. Access to a copy of the family evaluation file shall be made available to the CDSS (or its agents or representatives) upon request in the event of audit, or as required or permitted by law.

f. For each request of the family evaluation file, as noted in subsection (e) above, the County shall provide a copy of the file 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 the CDSS for an urgent request.

D. Responsibilities of the CDSS

1. The CDSS shall take the following actions:

a. Within five business days, the Adoptions Supervisor shall assign the family evaluation to a CDSS Adoptions Specialist with a Master's degree in Social Work who may also be bilingual and/or a Licensed Clinical Social Worker.

EXHIBIT A
(Standard Agreement)

b. Conduct an evaluation of resource family applicants according to the RFA WDs section 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 WDs section 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 WDs section 6-05(a)) including informing the tribal representative of the outcomes, verbally or in writing, of any interview or meeting 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 a family evaluation of the resource family applicant, including a risk assessment, and recommendations that RFA be approved or denied based on information gathered through the family evaluation.

g. Provide the County with the written family evaluation report within sixty (60) days of receipt of the referral for the family evaluation, with priority for completed family 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 WDs section 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.

EXHIBIT A
(Standard Agreement)

j. Provide a CDSS Adoptions Specialist to testify as to the family evaluation if the results of a family evaluation are at issue during an administrative hearing.

k. Absent pending litigation or other good cause identified by the CDSS, the Adoptions Regional Office shall retain the records of the family evaluation for ninety (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

Adoptions Regional Office for five years pursuant to RFA WDs section 10-05: Resource Family File.

E. Conflict Resolution

1. 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 resource family evaluation services provided by the Parties for a particular individual shall be resolved as follows:

a. The primary social worker from the County and the CDSS shall meet and confer to resolve differences regarding a particular family evaluation.

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 the differences remain unresolved through the process specified above, the matter shall 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 family evaluations shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest when rendering services.

EXHIBIT A
(Standard Agreement)

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 their supervisor, who may transfer responsibility for the family evaluation to another Adoptions Specialist.

V. Complaint Investigations

A. Agreement to Provide Complaint Investigation Services

1. The County and the CDSS agree that the CDSS CCLD shall investigate on behalf of the County all complaint allegations, made against resource families, if these services are identified in Section 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 shall adhere to the requirements specified in RFA WDs sections 3-01, 3-02, 4-03, 4-05, and 9-06A.

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 Party 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.

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.

EXHIBIT A
(Standard Agreement)

C. Complaint Referral to the CCLD

1. After the preliminary review specified in RFA WD section 9-06A(c), the County shall refer each complaint that requires an investigation to the appropriate CCLD Office within one (1) business day following receipt of the complaint as specified in RFA WD section 4-03(e).

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, whether the resource family has placement of an Indian child, and detailed information regarding the complaint allegation.

3. In the case of an Indian child, the county shall notify the tribal representative(s) of the Complaint Referral to CCLD. Provide the tribal representative(s) contact information in the complaint referral to CCLD.

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 shall immediately assign the complaint to staff for investigation.

3. Upon assignment, the assigned CCLD Regional Office staff shall 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 shall 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

EXHIBIT A
(Standard Agreement)

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 9-06A(o) and (p).

      (1) 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.

   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.

      (1) 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 shall interview the complainant, if known.

   b. Witnesses of the alleged RFA violation may be contacted by the CCLD Regional Office 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.

In the case of an Indian child, the CCLD Regional Office staff conducting the complaint investigation shall contact the Tribe to collaborate and participate in all aspects of the initial investigation activities listed under Exhibit A, Section E2 (a-c), or if the tribal representative is unable to attend in person, through telephonic or video conference.

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

EXHIBIT A
(Standard Agreement)

1. The CCLD Regional Office staff shall 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 9-06A(j), (k), and (o).

2. In the case of an Indian child, the CCLD Regional Office staff conducting the complaint investigation shall contact the Tribe to collaborate and participate in all aspects of the investigation, or if the tribal representative is unable to attend in person, through telephonic or video conference.

   (i) The CCLD Regional Office staff shall collaborate with the tribal representative to find mutually agreeable dates and times to schedule any in-person assessments of the home or family, or if the tribal representative is unable to be present face-to-face, arranging a telephonic or video conference with the tribal representative.

   (ii) The CCLD Regional Office staff shall document all contacts and attempted contacts with the Tribe including the dates, method of contact, and the name of the representative who was contacted.

   (iii) If the tribal representative or social worker is unable to participate, the CCLD Regional Office staff shall document the invitation, the reason the tribal representative was unable to participate, if known, and proceed with the complaint investigation.

3. 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.

EXHIBIT A
(Standard Agreement)

I. Further Investigation Required

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

2. The CCLD Regional Office staff shall forward the written complaint investigation report to the County and the tribal representative upon completion.

3. If the County or the Tribe 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 shall provide technical assistance.

3. The County shall notify the complainant, if known, of the findings of the complaint investigation.

L. Follow-Up

1. For substantiated findings, the County RFA staff shall develop a corrective action plan for the resource family to correct identified deficiencies or may take other action as specified in the RFA WDs. Nevertheless, if a County

determines that it is not possible to correct an identified deficiency, then the County shall document the deficiency and may proceed with the necessary administrative action as specified int the RFA WDs.

EXHIBIT A
(Standard Agreement)

2. In the case where an Indian child is placed in the home, the County shall invite the Indian child's Tribe to collaborate and participate in the development of any CAP, if one is needed.

   (A) Collaboration with an Indian child's Tribe includes but is not limited to, asking the tribal representative for mutually agreeable dates and times to schedule a joint visit to conduct all interviews, or if the tribal representative is unable to be present face-to-face, arranging a telephonic or video conference with the tribal representative.

   (B) If the tribal representative is unable to participate, the County shall document the invitation and the reason the tribal representative was unable to participate, if known, and proceed with the development of the CAP.

   (C) The County shall inform the tribal representative, verbally or in writing, of the outcomes of any interview or meeting the tribal representative was unable to participate.

   (D) The County shall provide a copy of the CAP to the tribal representative and make efforts to obtain a signature from the social services director or designee of the tribe acknowledging receipt.

      (i) If after seven days no signature from the Tribe's social service director or designee can be obtained, receipt of the corrective action plan can be verified electronically or by certified mail.

      (ii) The RFA program staff shall document the attempts to obtain the signature in the signature space.

M. Cross-Reporting Investigation Results

The County shall report investigation results as specified in applicable law, RFA WDs section 4-04 and 9-06C, 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)

EXHIBIT A
(Standard Agreement)

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.

VI. Home Health and Safety Assessment

A. Provision of Home, Health, and Safety Assessment Services

1. If identified in Section VII that the County and the CDSS agree that the CDSS Adoption Services Branch 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), Article 6, section 6-02: Home Environment Assessment, paragraph (a)(2), the CDSS Adoption Services Branch shall 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-03 (Resource Family Home Health and Safety Assessment Checklist-hereinafter referred to as Form RFA-03). As appropriate, the CDSS shall refer to the WDs to complete the Form RFA-03 and provide the required summary.

B. The CDSS Adoption Services Branch 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

EXHIBIT A
(Standard Agreement)

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 (60) 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 shall take the following actions:

   a. Refer resource family applicants to the appropriate CDSS Adoptions Regional Office for a home, health, and safety assessment.

   b. Provide, in a timely manner, 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 (60) days.

   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 referral to the CDSS Adoptions Regional Office for a home, health, and safety assessment, provide the tribal representative contact information to the CDSS Adoptions Regional Office, and provide the tribal representative with a copy of the Form RFA 03 for review.

   e. Conduct the background checks and related activities as described in the RFA WDs, section 6-03A.

   f. For items identified as incomplete or “Follow Up Needed” in the Form RFA 03, the County shall be responsible for verifying completion prior to approval of the resource family.

EXHIBIT A
(Standard Agreement)

g. The County shall retain the closed home, health, and safety 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 section of the resource family file shall be made available to the 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.

h. For each request of the home, health, and safety assessment, as noted in subsection (g) above, 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 the CDSS for an urgent request.

D. Responsibilities of the CDSS

1. The CDSS shall 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. 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 RFA WDs section 6-02(b), including informing the tribal representative of the outcomes, verbally or in writing, of any interview or meeting 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 during a home, health, and safety assessment of the resource family

EXHIBIT A
(Standard Agreement)

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 with the written summary report, that also includes the completed original Form RFA-03, within sixty (60) days of receipt of the referral from the County for the home, health, and safety assessment.

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 RFA WDs section 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 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.

i. Absent pending litigation or other good cause identified by the 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 original home health and safety assessment file shall be securely delivered to the County and a copy shall be made and maintained by the Adoptions Regional Office for five years, pursuant to RFA WDs section 10-05: Resource Family File.

E. Conflict Resolution

1. The County and the CDSS shall act in good faith to resolve differences. Any disagreements or conflicts regarding home, health, and safety assessments and how they are performed shall be resolved as follows:

   a. The primary social worker from the County and the CDSS shall 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 shall meet and confer to resolve differences.

EXHIBIT A
(Standard Agreement)

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. 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 shall be no longer than seven calendar days. Communication may be in person or by telephone. Meetings shall continue until the differences are resolved.

d. If the differences remain unresolved through the process specified above, the matter shall 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 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 the 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 their supervisor, who may transfer responsibility for the home, health, and safety assessment to another Adoptions Specialist.

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, Section V and/or Section VI are a part of this Agreement, if checked below:

Section IV, Family Evaluation ☒
Section V, Complaint Investigations ☒
Section VI, Home Health and Safety Assessment ☒

In the event this Agreement expires or is terminated with open evaluations, investigations, assessments, or legal consultations or representation, CDSS may complete such services in accordance with the terms in this Agreement.

EXHIBIT A
(Standard Agreement)

VIII. Project Representatives for CDSS and the County

CDSS Program Representative:

Name:	Meryl Press
Title:	RFA Policy Analyst
Address:	744 P Street, MS 8-13-552 Sacramento, CA 95814
Phone:	916-651-9431
Email:	Meryl.Press@dss.ca.gov

County of Sierra Representative

Name:	Jamie Franceschini
Title:	Contract Analyst III
Address:	P.O. Box 1019 Loyalton, CA 96115
Phone:	(530) 993-6770
Email:	jfranceschini@sierracounty.ca.gov

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.

IX. Authority to Enter into This Agreement

Each Party entering into this Agreement represents the existence of the authority to enter into this Agreement on behalf of the named Party.

GENERAL TERMS AND CONDITIONS

A. Term

The initial term of this Agreement shall commence on July 1, 2023 and shall terminate on June 30, 2024 (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

GENERAL TERMS AND CONDITIONS

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, V, and VI. 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.

3. The Party failing to meet the timelines described in the services in Exhibit A, Sections III, IV, V and VI 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 Government Code, Section 1090 et seq. and Sections 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.

GENERAL TERMS AND CONDITIONS

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 U.S.C. § 2000e et seq.); b) the Age Discrimination Act of 1967 (29 U.S.C. § 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 (California 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 (WDs), 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. 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 28, in Section VIII.

GENERAL TERMS AND CONDITIONS

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 shall be deemed severable and 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.

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 shall 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 VIII, provided that an original of such

GENERAL TERMS AND CONDITIONS

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

P. 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.

Q. 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.

R. Independent Advice

Each Party represents 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 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.

S. 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.

T. 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.

GENERAL TERMS AND CONDITIONS

U. 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.

V. 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.

W. 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 from the County's negligence in the performance of the services and activities of this Agreement, including omissions to act. 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 from CDSS'

GENERAL TERMS AND CONDITIONS

negligence in the performance of the services and activities of this Agreement, including omissions to act. 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 CDSS shall notify the County promptly of any claim action or proceeding and cooperate fully.

X. 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 all 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.

Y. 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.

Z. 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.

AA. 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

GENERAL TERMS AND CONDITIONS

commercial purpose and shall not be copyrighted by either Party, including the employees, officers, directors, or agents of each Party.

BB. 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.

CC. 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.

DD. 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.

Information Security Requirements

I. Information Security Incidents and/or Breaches

A. Discovery and Notification of Incidents and/or Breaches. CDSS shall be responsible for facilitating the Incident and/or Breach response process as described in California Civil Code 1798.29(e), California Civil Code 1798.82(f), and SAM 5340, Incident Management. CDSS shall notify the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within one working day by telephone call and email upon the discovery of the Incident and/or Breach affecting the security of County Confidential, Sensitive, and/or Personal (CSP) Information if the County CSP was, or is reasonably believed to have been, acquired by an unauthorized person, or there is an intrusion, potential loss, or unauthorized use or disclosure of the County CSP is in violation of the Agreement, this provision, the law, or potential loss of the County CSP that is in violation of this Attachment 2. CDSS shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the Incident and/or Breach and to protect the operating environment;

2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

B. Isolation of System or Device. A system or device, containing County CSP, compromised by an Incident and/or Breach involving an exploitation of a technical vulnerability, shall be promptly disconnected from CDSS' production environment with access to only individuals who are participating in the investigation, mitigation, and remediation of the Incident and/or Breach. Such system or device shall remain disconnected from the production environment until the risk from the exploited vulnerability has been adequately mitigated. The County must be contacted prior to placing the previously compromised system or device, containing County CSP, back in the production environment. The affected system or device, containing County CSP, shall not be returned to operation in the production environment until the County Information Security and/or Privacy Officer gives its approval.

C. Investigation of Incidents and/or Breaches. CDSS shall promptly investigate such Incidents and/or Breaches.

D. Updates on Investigation. CDSS shall provide regular (at least once a week) email updates on the progress of the Incident and/or Breach investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer.

E. **Written Report**. CDSS shall provide a written report of the investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within fifteen (15) working days of the discovery of the Incident and/or Breach. To the extent CDSS has such information, the report shall include but not be limited to the following:

1. CDSS point of contact information;

2. Description of what happened, including the date of the Incident and/or Breach and the date of the discovery of the Incident and/or Breach, if known;

3. Description of the types of County CSP that were involved, and the extent of the information involved in the Incident and/or Breach;

4. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed County CSP;

5. A description of where the County CSP is believed to have been improperly transmitted, sent, or utilized;

6. A description of the probable causes of the improper use or disclosure;

7. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and

8. Full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Incident and/or Breach.

F. **Notification of Individuals**. CDSS shall notify individuals of the breach or unauthorized use or disclosure when notification is required under applicable state or federal law as determined by the County. CDSS shall pay any costs of such notifications, as well as any costs associated with the breach. The CDSS Program Contract Manager and the County Information Security and/or Privacy Officer shall promptly approve the time, manner and content of any such notifications, and such approval shall not be unreasonably withheld.

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

July 01, 2023

STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2023 / JUNE 30, 2024

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: https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and- Insurance-Management-Services-List-Folder/File-a-Government-Claim.

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: https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance- Management-Services-List-Folder/File-a-Government-Claim.

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,

Christopher Carroll
Associate Risk Analyst
Insurance Services Unit
Phone: (279) 946-7959
Fax: (916) 376-5275
christopher.carroll@dgs.ca.gov

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

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

STATE OF CALIFORNIA
AUTOMOBILE LIABILITY / PHYSICAL DAMAGE
FISCAL YEAR JULY 1, 2023 / JUNE 30, 2024

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,

Christopher Carroll
Associate Risk Analyst
Insurance Services Unit
Phone: (279) 946-7959
Fax: (916) 376-5275
christopher.carroll@dgs.ca.gov

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

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this Agreement shall not exceed $18,140.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

   23/24 $18,140.00

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), County agrees to pay CDSS for said services in accordance with the rates specified below:

   a. Invoicing for Family Evaluations

      i. If Family Evaluations 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 Family Evaluation services were completed. The quarterly invoices shall include for each completed Family Evaluation the non-federal cost per case rate.

      ii. The CDSS shall track each Family Evaluation and invoice for the non-federal share of $2,020.00 per each 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 each fiscal year will be subject to change based on the applicable federal discount rate for that year.

      iii. The County shall pay 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).

[1] The estimated cost to complete each Family Evaluation is $2,748.00. The federal funds share is $728.00.

iv. If it is determined by CDSS that the average 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).

v. If the Exhibit A identifies that 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 section A, paragraph 2 (a) (ii), above.

b. Invoicing for Complaint Investigations

i. If Complaint Investigations 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 Complaint Investigations were completed. The quarterly invoices shall include, for each completed complaint investigation, the non-federal cost per case rate.

ii. The CDSS shall track each Complaint Investigation and invoice for the non-federal cost $1,618.00. [2] 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.

iii. 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 LRF for subsequent payment(s).

iv. 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).

[2] The estimated cost to complete each Complaint Investigation is $2,201.00. The federal funds share is $583.00.

v. If the Exhibit A identifies that CDSS will provide only a portion of the County's Complaint Investigations, the cost of the Complaint Investigation shall be the same as identified in this Exhibit B, section A, paragraph 2 (b)(ii), above.

c. Invoicing for Home Health and Safety Assessments

i. 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.

ii. 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.[3] 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.

iii. 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).

iv. 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).

v. If the Exhibit A identifies that 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 this Exhibit B, section A, paragraph 2 (c)(ii), above.

---

[3] The estimated cost to complete each Home, Health and Safety Assessment is $774.00. The federal funds share is $205.00.

3. The County shall be responsible for payment of the contracted services and activities provided by CDSS in accordance with rates above from the following sources and in the following order:

   * General Fund Resource Family Approval allocation (if such exists in the State Budget);
   * the County's 2011 Realignment LRF; and
   * other County funds.

4. Continuation of Services

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

5. Cost Increase

   During the term of this Agreement, and as the Budget Act allows, CDSS and the County may approve increases in the service levels for each of the services provided by CDSS and increase the amount that the County shall pay CDSS from the County's General Fund RFA allocation and the LRF.

6. Invoices shall include the Agreement No. 23-5015 and Index Code 2552 and shall be submitted in triplicate or as otherwise requested by the County nor more frequently than quarterly in arrears to:

   County of Sierra
   Address: P.O. Box 1019
   Loyalton, CA 96115
   Attn: County Contract Manager, Jamie Franceschini

7. Should the County receive 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.

Any invoices submitted without the above referenced information may be returned to CDSS for reprocessing.

8. For each invoice, the County shall route to the appropriate personnel responsible for the prompt review and payment. For disputed invoices, if any, the County shall specifically identify those services which are in dispute, for which additional information is necessary, in its subsequent correspondence with CDSS.

9. Undisputed invoices shall be paid promptly, and no later than 45 days from receipt of the original invoice. The County shall also pay for those services which are undisputed within 45 days of receipt of the original invoice.

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.

4. CDSS, at its option, may terminate this Agreement upon 30-day's notice, or to amend the Agreement to reflect any reduction in Federal funds.

D. Review

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