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THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number 21-402

SAP Number

Children and Family Services

Department Contract Representative	Kris Bussard
Telephone Number	909-386-8395
Contractor	California Department of Social Services
Contractor Representative	Marta Platt
Telephone Number	916-653-5900
Contract Term	Effective upon execution through June 30, 2022
Original Contract Amount	$373,500
Amendment Amount	
Total Contract Amount	$373,500
Cost Center	

Briefly describe the general nature of the contract: Contract with the California Department of Social Services to provide adoption assistance services, in an amount not to exceed $373,500, effective upon execution by both parties through June 30, 2022.

FOR COUNTY USE ONLY

Appr DocuSigned by: Julie J Surber 48603B88D8434F4...	Re: DocuSigned by: Jennifer Mulhall-Daudel FA7B45E879EF46E...	Revi DocuSigned by: Marlene Hagen 132B98495CF143C... ent
Julie Surber, Principal Assistant County Counsel	Jennifer Mulhall-Daudel, Contracts Manager	Marlene Hagen, Director
Date May 28, 2021	Date May 27, 2021	Date June 2, 2021

SCO ID: 5180-205008

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
20-5008	

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

CONTRACTING AGENCY NAME
County of San Bernardino

CONTRACTOR NAME
California Department of Social Services

2. The term of this Agreement is:

START DATE
Effective Upon Execution

THROUGH END DATE
June 30, 2022

3. The maximum amount of this Agreement is:
$373,500.00 Three Hundred Seventy-Three Thousand Five Hundred 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	8
	Exhibit B	General Terms and Conditions	10
	Exhibit C	Public Liability and Workers' Compensation Insurance	1
+ -	Exhibit C - Attachment 1	Public Liability and Workers' Compensation Insurance July 1, 2020 - June 30, 2021	1
+ -	Exhibit D	Automobile Liability/Physical Damage	1
+ -	Exhibit D - Attachment 1	Automobile Liability/Physical Damage July 1, 2020 - June 30, 2021	1

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

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

CONTRACTOR

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

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

PRINTED NAME OF PERSON SIGNING	TITLE
Simone Dumas	Chief, Contracts and Purchasing Bureau

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Simone Dumas	6/16/21

SCO ID: 5180-205008

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
20-5008	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
San Bernardino County			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
150 S. Lena Road	San Bernardino	CA	92415
PRINTED NAME OF PERSON SIGNING	TITLE		
Curt Hagman	Chairman, Board of Supervisors		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

SAN BERNARDINO COUNTY

Contract Number

SAP Number

Children and Family Services

Department Contract Representative	Kris Bussard
Telephone Number	909-386-8395
CDSS	California Department of Social Services
CDSS Representative	Marta Platt
Telephone Number	916-653-5900
Contract Term	Effective upon execution through June 30, 2022
Original Contract Amount	$373,500
Amendment Amount	
Total Contract Amount	$373,500
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The County of San Bernardino, hereafter referred to as "County", desires adoption assistance services; and

WHEREAS, County has been allocated funds by Adoptions and Child Welfare Services to provide such services; and

WHEREAS, County finds California Department of Social Services, hereafter referred to as "CDSS" or "Contractor", qualified to provide adoption assistance services; and

NOW THEREFORE, County and CDSS hereby agree to the following terms and conditions:

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I. MUTUAL RESPONSIBILITIES 3
II. GENERAL TERMS AND CONDITIONS 3
III. FISCAL PROVISIONS 3
IV. TERM 3
V. CONCLUSION 4

EXHIBITS

EXHIBIT A STANDARD AGREEMENT
EXHIBIT B GENERAL TERMS AND CONDITIONS
EXHIBIT C PUBLIC LIABILITY AND WORKERS COMPENSATION INSURANCE
EXHIBIT C – ATTACHMENT 1 PUBLIC LIABILITY AND WORKERS COMPENSATION INSURANCE
JULY 1, 2020 - JUNE 30, 2021
EXHIBIT D AUTOMOBILE LIABILITY / PHYSICAL DAMAGE
EXHIBIT D – ATTACHMENT 1 AUTOMOBILE LIABILITY / PHYSICAL DAMAGE
JULY 1, 2020 – JUNE 30, 2021

I. MUTUAL RESPONSIBILITIES

Responsibilities of CDSS and County are detailed in Exhibit A – Standard Agreement.

II. GENERAL TERMS AND CONDITIONS

CDSS and County agree to the Terms and Conditions detailed in Exhibit B – General Terms and Conditions.

III. FISCAL PROVISIONS

CDSS shall be reimbursed by County as detailed in Exhibit B – General Terms and Conditions.

IV. TERM

This Contract is effective upon execution and expires on June 30, 2022 but may be terminated earlier as detailed in Exhibit B – General Terms and Conditions.

V. CONCLUSION

A. This Contract, consisting of four (4) pages and Exhibits A, B, C and D, is the full and complete document describing services to be rendered by CDSS to County, including all covenants, conditions, and benefits.

B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

C. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

D. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and CDSS has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chair, Board of Supervisors

Dated:

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By

Deputy

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Name Simone Dumas

(Print or type name of person signing contract)

Title Chief, Contracts and Purchasing Bureau

(Print or Type)

Dated:

Address 744 P Street, MS 9-6-747

Sacramento, CA 95814

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Julie J Surber	► Jennifer Mulhall-Dandel	Marlene Hagan
Julie J. Surber, Principal Asst. County Counsel	Jennifer Mulhall-Dandel, Contracts Manager	Marlene Hagan, Director
Date May 21, 2021	Date May 21, 2021	Date May 21, 2021

EXHIBIT A
STANDARD AGREEMENT

I. SCOPE OF WORK

The California Department of Social Services, (hereinafter referred to as the CDSS) agrees to provide to County of San Bernardino (hereinafter referred to as County), Agency adoption services under the authorityof Welfare and Institutions Code (W&IC) Section 16130 and in accordance with Title 22 California Code of Regulations (CCR) Sections 35127.1 through 35231. The CDSS will provide the following adoption services:

A. Consult and review of children in out-of-home care who need permanence through adoption.

B. Assess and provide a written analysis of the adoptability of a child pursuant to W&IC Sections 361.5, 366.21, 366.22 or 366.25.

C. Inform caregivers and birth families of provisions and availability of kinship adoptions, post adoption contact agreements, and related services.

D. Provide relinquishment services for birth/legal parents who are considering the option of adoption.

E. Complete the adoptions final report for the Interstate Compact on the Placement of Children (ICPC) when the adoption will be finalized in a California court, when applicable.

F. Make preliminary assessments and written reports concerning the prospective adoptive parents for theW&IC Section 366.26 hearing. The CDSS will provide testimony for contested hearings regarding thereports as requested by County Counsel.

G. Match and place children for adoption with a licensed or approved caregiver.

H. Review and provide medical and social background information concerning a child and their birth parents to adoptive parents at the time of the adoptive placement.

I. Retain adoption case management responsibility until finalization of the adoption or dismissal of dependency.

(1) After a court order terminating parental rights to the child, and once the CDSS assumes exclusive care and control of the child, the County may use the CDSS Adoption Specialist's in-person visit as a county contact if the visit meets the requirements contained in ACL 19-87 and the CaliforniaCode of Regulations, Child Welfare Services Manual of Policies and Procedures, Division 31-320

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

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

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

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

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

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

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

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

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

F. Provide written materials or reports required to carry out effective adoption planning and to meet the mandates of the juvenile court.

G. Work jointly and share responsibilities to recruit and train an adequate pool of families to serve the permanency needs of children.

H. Ensure payment of AAP benefits in compliance with Title 22 CCR Section 35325 et seq.

I. Use the Child Welfare Services/Case Management System (CWS/CMS) or the Child Welfare Services/California Automated Response and Engagement System (CWS/CARES) to record information and case activities for dependent children and foster families.

J. Provide other appropriate and necessary coordination as needed.

K. Services for the child before a permanent plan is determined.

1. The County and the CDSS will:

a. Jointly assess the child pursuant to W&IC Section 361.5(g) and before the filing date of a report recommending that Family Reunification (FR) services not be provided.

b. Jointly assess the child approximately 90 days before the 6-month and 12-month review hearings required by W&IC Section 366.21, the 18-month review hearing required by W&IC Section 366.22, and the 24-month review hearing required by W&IC Section 366.25, as appropriate

c. Jointly assess relatives and/or other potential caregivers that are being considered as permanency resources for a child prior to placement or as soon thereafter as possible. Both the CDSS and the County will comply with all home approval and

placement statutes and regulations that are applicable to each agency.

2. The County will:

   a. Complete the RFA application approvals.

   b. Refer children in out-of-home care for a joint assessment prior to FR services being terminated.

   c. Identify and search for all of the child's presumed and alleged parents and document search efforts, including, but not limited to, providing the CDSS with current and past marital history,including dates and places of marriage and divorce. Also, obtain birth records on the child as soon as possible.

   d. Determine whether the child is Native American and whether the Indian Child Welfare Act is applicable. If the child has possible Indian ancestry, the County will complete the process of notifying all possible tribes and documenting this in court.

   e. Share with the CDSS background information as it is obtained about the child, including developmental history, psychological and family health history.

   f. Advise the birth parent of the option of forgoing FR services and/or relinquishing parental rights. Contact the CDSS if the parent indicates an interest in relinquishment or would like additional information about relinquishment or adoption.

   g. Provide a written referral to the CDSS when FR services are not ordered (W&IC Section 361.5), when FR services are terminated due to an order by the court (W&IC Section 360 if applicable, or Sections 366.21, 366.22 or 366.25), or when a referral is made for the child before termination of services. Provide all necessary documents to the CDSS, in order to carry out adoption services, including the RFA written report when the child is placed with an approved Resource Family.

   h. Until otherwise notified by the CDSS, provide child abuse and neglect reports and information concerning prospective adoptive parents when requested by the CDSS.

   i. Until otherwise notified by the CDSS, provide Department of Justice criminal record clearance(s) of the prospective adoptive parent(s) and other adults residing in the home when requested by the CDSS.

   j. Work with the CDSS to prepare a report for the W&IC Section 366.26 hearing. The County social worker's portion of the report will include:

      (1) An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.

      (2) A review of the amount and nature of contact between the child and parent(s) since placement.

      (3) A summary of current search efforts for any absent parent.

      (4) Documentation of the relationship of the child to any caretaker, the duration and

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

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

k. Provide or purchase Psychological Evaluations and Competency Statements in cases where they are required by statute, regulation, or court order.

l. Retain case management responsibility until finalization of the adoption or dismissal of dependency.

(1) After a court order terminating parental rights to the child, and once the CDSS assumes exclusive care and control of the child, the County may use the CDSS Adoption Specialist's in-person visit as a county contact if the visit meets the requirements contained in ACL 19-87 and the California Code of Regulations, Child Welfare Services Manual of Policies and Procedures, Division 31-320.

m. Send notice of hearing, the social worker's court report, and the judge's court orders to the CDSS' Adoptions Regional Office for W&IC Sections 360, 361.5(g), 366.21, 366.22, 366.25, and 366.26 hearings, as applicable, and any subsequent hearings. Send notice of any appeals filed concerning juvenile court actions, and the appellate court's decisions, to the CDSS.

n. Prepare a court report every six months for the juvenile court to identify progress towards the goal of adoption. Attach the adoption status report provided by the CDSS.

o. Determine the child's Title IV-E (federal) eligibility and provide AAP payments as directed by the CDSS to adopting parents. The County shall provide Notice of Action and AAP reassessment forms as required.

p. Send all court orders to the CDSS within 30 calendar days after the date of the court hearing.

q. Transfer primary assignment on the CWS/CMS or the CWS/CARES application to the CDSS'Adoptions Regional Office before closing CWS services case.

3. The CDSS will:

a. Assess the child with the County pursuant to W&IC Section 361.5(g) as soon as practically possible, and before the filing date of the report recommending FR services not be provided.

b. Assess the child with the County approximately 90 days before the 6-month and 12-month review hearings required by W&IC Section 366.21, the 18-month review hearing required by W&IC Section 366.22, and the 24-month review hearing required by W&IC Section 366.25, as applicable.

c. Prior to placement, or as soon thereafter as possible, review with the County the assessment of relatives and/or other potential caregivers that are being considered as a placement resource for a child where successful FR is unlikely.

d. Consult with the County social worker about the possibility of parental relinquishment of the child. If the parent expresses an interest in pursuing adoption, the adoption worker will discuss relinquishment with the parent. If a relinquishment is taken, the CDSS will provide written notice to the juvenile court, the relinquishing parent(s) attorney, the child's attorney and the County.

e. Interview the birth parent whenever possible to advise him or her of the availability of a postadoption agreement and to secure medical/social background information concerning the child and birth parent. The birth parent will be advised that adoption records are kept permanently, and of the opportunity to place information in the adoptions case files after finalization of the adoption. They will also be informed of the procedures for sharing information or having contact after the adoptee becomes an adult.

f. Provide assessment of the child before the W&IC Section 366.26 hearing. This assessment may include a review of the case record, discussions with the County social worker, contacts with the child, the present caretaker, and any other collateral persons involved with the child.

g. Work with the County to prepare a report for the W&IC Section 366.26 hearing. The CDSS report will be submitted to the County 21 calendar days before the hearing, and shall include:

   (1) An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.

   (2) The relationship of the child to any siblings, identified prospective adoptive parents, the duration and character of the relationships, the potential for a post adoption contact agreement, the motivation for seeking adoption, and a statement from the child about placement and the adoption (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).

   (3) An analysis of the likelihood that the child will be adopted if parental rights are terminated.

h. Be available for contested W&IC Section 366.26 hearings to present expert testimony regarding the child's adoptability and other relevant information.

i. If the juvenile court identifies adoption as a permanent goal, it can, without terminating parental rights, order the CDSS to locate an adoptive home for the child within 180 days. This applies only to a child whom the court determines is difficult to

place for adoption and there is no identified adoptive family. During the 180 days period, the CDSS shall contact other private and public adoption agencies about the availability of the child for adoption.

j. Provide information concerning adoption to prospective adoptive parents including the availability of, and requirements for, post adoption contact agreements, pursuant to Family Code Section 8616.5.

k. Prepare the child for adoption. (This may or may not include a placement change.)

l. Coordinate efforts with ICPC to establish and maintain adoptive placements for dependent children who are placed out-of-state.

m. Place the child for adoption. Placing a child for adoption may include both moving a child to an adoptive home and, signing adoption placement documents or signing documents to change the child's current foster placement status to adoption.

n. Promptly notify the County of the date of adoptive placement and the date foster care paymentis discontinued. These events may not necessarily occur on the same date.

o. Establish AAP eligibility of the child, determine and negotiate benefits, duration, and review and reassess AAP benefits as needed. Prepare the AAP paperwork, including payment instructions to the County. The duration and amount of all AAP benefits must comply with State regulations.

p. Assume exclusive care and control of the child, for the purpose of supervising the adoptive placement pursuant to W&IC Section 366.26(j), until finalization of the adoption.

q. Prepare and present a report to the court in the county in which the Adoption Request was filed with a recommendation concerning the adoption. If the Adoption Request includes a post adoption contact agreement, the CDSS will address in its' report whether the post adoption contact agreement is in the child's best interest.

r. Confirm in writing to the County that the adoption is finalized and request dependency be dismissed. The CDSS is not authorized to provide the County with a copy of the final decree of adoption.

s. Document case management activities in CWS/CMS or CWS/CARES pursuant to state guidelines.

t. Conduct other appropriate and necessary permanency planning activities as needed.

u. When appropriate, the CDSS may decide to participate in case appellate work, including, but not limited to, filing appeal briefs.

v. Pursuant to Title 22 CCR § 89179(a), the adoption agency shall maintain adequate case records.

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

1. The County and the CDSS will:

   a. Jointly assess each child in long-term foster care, no less than 45 days before the 12-month review of the permanent plan pursuant to W&IC Section 366.3(d).

   b. Prior to placement, or as soon thereafter as possible, jointly review theassessment of relatives and/or other potential caregivers that are being considered as potential placement resources for a child.

2. Responsibility for responding to requests for adoption records shall rest with the Party in possession of the records as specified in this Scope of Work.

3. The County Will:

   a. Refer the child to the CDSS for an adoption assessment when indicated pursuant to a joint review.

   b. Provide a written referral packet for accepted referrals within five (5) working days, including all necessary documents for the adoption agency to carry out its functions. Only documents not previously submitted will be needed.

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

4. The CDSS Will:

   a. Assign an Adoptions Specialist for each child for an adoption assessment pursuant to this joint review.

   b. For each child accepted for study, a written assessment of the child's potential for adoption will be provided 21 calendar days before an annual court review hearing.

   c. Provide case progress reports to the County 21 calendar days prior to each 6-month review following the W&IC Section 366.26 hearing until such time as the adoption is finalized or the case is referred to the County because adoption is no longer the plan for the child.

      The case progress report may include:

      (1) A summary of contacts.

      (2) Adjustment of the child to the adoptive home.

      (3) Specific circumstances or problems that affect the child or the placement.

      (4) Progress made in the adoption process.

      (5) Steps needed to complete the adoption.

III. CONFLICT RESOLUTION REGARDING CASE MANAGEMENT

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

A. The primary social workers from the County and the CDSS will meet and confer to resolve differences.

B. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.

C. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS' Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.

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

IV. PROJECT REPRESENTATIVE

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

Marta Platt
California Department of Social Services
Adoptions Services Bureau
744 P Street, MS 8-12-31
Sacramento, CA 95814
PH: (916) 653-5900
Fax: (916) 651-8149

Jeany Zepeda
San Bernardino County
Children and Family Services
150 S. Lena Rd.
San Bernardino, CA 92415-0515
PH: (909) 891-3568
Fax: (909) 387-2900

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

EXHIBIT B
GENERAL TERMS AND CONDITIONS

1. Indemnification

   a. Claims Arising from Acts or Omissions of the County of San Bernardino (hereinafter collectively referred as the County).

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

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

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

2. Relationship of the Parties

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

3. Insurance Requirements

   The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and

workers' compensation liabilities arising from or connection with the performance of services under this Contract by CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with Exhibit C and Exhibit C – Attachment 1, incorporated herein by reference.

The 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. Evidence of self- insurance is provided with Exhibit D and Exhibit D – Attachment 1, incorporated herein by reference.

4. Maintenance of Records

The Parties shall keep and maintain an accurate record of the referrals to the CDSS' Adoptions Regional Office. The CDSS and the County shall keep a copy of all invoices presented to the County on a quarterly basis which must include the weekly number of the open active child cases and the open active family cases. All such records shall be made available to the County, its authorized representative, or officials of the State of California for review and audit during normal business hours, upon reasonable advance notice.

5. Retention of Records for Audit Purposes

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

6. Title to Documents; Copyrights

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

Records, reports, or documents containing personal or confidential information shall not be used for any commercial purpose and shall not

be copyrighted by either Party, including the employees, officers, directors, or agents of each Party.

7. Conflict of Interest

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

8. Compliance with Applicable Laws

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

9. Change in Statutes or Regulations

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

10. Time is of the Essence

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

11. Time

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

12. Modification

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

13. Nondiscrimination

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

14. Bankruptcy

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

15. Prohibition Against Assignment and Delegation of Duties

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

16. Negotiated Contract

This Contract has been arrived at through negotiation between the Parties. Neither Party is to be deemed the Party which prepared this

Contract within the meaning of California Civil Code Section 1654.

17. Severability

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

18. Entire Contract

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

19. Budget Statement

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

a. Invoicing
In consultation with the County Welfare Directors Association, for those counties opting to contract directly with CDSS to continue the Agency adoption services, CDSS shall invoice each on a weekly cost per case basis of $62 based on the county specific distribution provided in CFL No. 11/12-18. The CDSS shall invoice the County quarterly the total cost for each active child case and each family case referred to the CDSS' Adoptions Regional Office for adoption services. This rate would be claimed up to but not exceeding Three Hundred Seventy-Three Thousand, Five Hundred Dollars ($373,500) for the entire term of the Contract.

20. Termination

Either Party may terminate this Contract, with or without cause, with 120 days' advance written notice. In order to terminate this Contract, the terminating Party shall give advance written notice to the other Party. The termination notice shall be made as specified in number 21 below. In the event of termination, the County shall pay the CDSS for all work satisfactorily performed prior to the effective date of the termination.

21. Notice

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

a. The day the notice is personally delivered to the Party's Project Representative as specified in the Exhibit A, Scope of Work, Section IV.

b. Five days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative as indicated in Section IV, with first-class postage fully prepaid; or

c. On the day the notice is transmitted by facsimile to the facsimile number specified as specified in Section IV, provided that an original of such notice is deposited in the United States mail, addressed to the Party's Project Representative as specified in Section IV, on the same day as the facsimile transmission is made.

22. Partial Invalidity

Should any part, term, portion, or provision of this Contract agreement be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions 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.

23. Responsibility of Project Representatives

All matters concerning the administration of this Contract, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the Party's employee specified, in writing, by the Project Representative. A Party may, in its sole discretion, change its designation of its Project

Representative upon providing written notice to the other Party at least 15 days prior to such change. The Project Representatives for Parties are specified in the Exhibit A, Scope of Work in Section IV.

24. Waiver

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

25. Authority and Capacity

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

26. Binding on Successors

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

27. Cumulative Remedies

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

28. Independent Advice

Each Party represents and warrants that in executing this Contract it

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

29. No Reliance on Representations

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

30. Information Subject to a Business Associate Agreement

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

31. Conflicting Disclosure Laws

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

32. Confidentiality

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

The County and CDSS' Adoptions Regional Office shall each maintain

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

33. 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.

34. Transporting Records

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

35. Form 700

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

36. Venue

It is agreed by the Parties to this Contract that, unless expressly waived

by the CDSS, any action brought to enforce any of the provisions of this Contract for declaratory relief shall be filed in and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

37. Controlling Law

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

38. Captions

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

39. Definitions

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

40. Identifying Agreed Upon Changes to the Contract Agreement

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

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

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

Exhibit C

July 01, 2021

STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2021 / JUNE 30, 2022

To Whom It May Concern:

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

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

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

Sincerely,

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

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

Exhibit C - Attachment 1

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

July 1, 2020

Exhibit C

STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION
INSURANCE FISCAL YEAR JULY 1, 2020 / JUNE 30, 2021

Whom It May Concern:

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

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

Exhibit D

STATE OF CALIFORNIA
AUTOMOBILE LIABILITY / PHYSICAL DAMAGE
FISCAL YEAR JULY 1, 2021 / JUNE 30, 2022

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: (916) 376-5279
Fax: (916) 376-5275
christopher.carroll@dgs.ca.gov

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

San Bernardino

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

July 1, 2020

Exhibit D

AUTOMOBILE LIABILITY/PHYSICAL DAMAGE
FISCAL YEAR July 1, 2020 / June 30, 2021

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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.

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Sincerely,

Lynan Graf

Lynan Graf
Associate Risk Analyst
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707 3rd Street, 1st Floor,
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Sacramento, CA 95605
Phone: (916) 376-5290
Lynan.graf@dgs.ca.gov