

## **CONTRACT**

The COUNTY OF SAN BENITO ("COUNTY") and CALIFORNIA DEPARTMENT OF SOCIAL SERVICES ("CONTRACTOR") enter into this Contract which shall be effective on the date stated in Paragraph 1.

1. **Duration of Contract**

This Contract shall commence on July 1, 2016, and end on June 30, 2017, unless sooner terminated as specified herein.

2. **Scope of Services**

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Exhibit A to this Contract. Exhibit A is incorporated by reference and made a part of this Contract.

3. **Compensation for Services**

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Exhibit B, paragraph 19 (a). Exhibit B is incorporated by reference and made a part of the Contract.

4. **General Terms and Conditions**

The rights and duties of the parties to this Contract are governed by the General Terms and Conditions mutually agreed to and listed in Exhibit B. Exhibit B is made a part of this Contract.

5. **Insurance Limits**

The CONTRACTOR is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and worker's compensations liabilities arising from or in connection with the performance of services under this Contract by the CONTRACTOR, its employees, officers, or directors. Evidence of self-insurance is attached as Attachments B and C, which are incorporated by reference and made a part of this Contract.

6. **Termination**

The number of days of advance written notice required for termination of this Contract is one hundred and twenty (120) days.

7. **Specific Terms and Conditions**

The rights and duties of the parties to this Contract are additionally governed by the specific, additional terms mutually agreed to and listed in Exhibit E. Exhibit E is incorporated by reference and made a part of the Contract.

**8. Information about Contract Administrators**

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective Contract administrators for the parties.

Contract Administrator for COUNTY:

Name: Maria Corona

Title: Deputy Director  
Services Bureau

Address: 1111 San Felipe Rd #206

Hollister, California 95023

E-Mail: mcorona@cosb.us

Telephone No.: (831) 636-4190

Fax No.: (831) 637-2910

Contract Administrator for CONTRACTOR:

Name: Carmen George

Title: Contract Consultant, Adoption

Address: 744 P Street, MS 8-12-31

Sacramento, Ca. 95814

E-Mail: Carmen.George@dss.ca.gov

Telephone No.: (916) 651-8106

Fax No.: (916) 651-8143

**SIGNATURES**

APPROVED BY COUNTY:

\_\_\_\_\_

Name: \_\_\_\_\_

Chair, San Benito County Board of Supervisors

Date: \_\_\_\_\_

APPROVED BY CONTRACTOR:

Deborah Pearce

Name: Deborah Pearce

Title: Chief, Contracts & Purchasing Bureau

Date: 10-6-16

**APPROVED AS TO LEGAL FORM:**

Matthew W. Granger, San Benito County Counsel

By: Matthew W. Granger

Date: 10-14-16

**EXHIBIT A**  
**Scope of Work**

**I. SCOPE OF WORK**

The California Department of Social Services, (hereinafter referred to as the CONTRACTOR) agrees to provide to County of San Benito, (hereinafter referred to as COUNTY), Agency adoption services under the authority of Welfare and Institutions Code (W&IC), Section 16130 and in accordance with Title 22 California Code of Regulations (CCR), Sections 35127 through 35239. The CONTRACTOR will provide the following adoption services:

- A. Consult and review of children in out-of-home care who need concurrent planning services.
- B. Assess and provide a written analysis of the adoptability of a child pursuant to W&IC, Section 361.5, 366.21 or 366.22.
- 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. Recruit prospective adoptive families, including families who fully support reunification goals, for children referred to the CONTRACTOR.
- F. Complete adoption homestudies of prospective adoptive families, including requests for adoption homestudies through the Interstate Compact on the Placement of Children (ICPC).
- G. Make preliminary assessments and written reports concerning the prospective adoptive parents for the W&IC, Section 366.26 hearing. The CONTRACTOR will provide testimony for contested hearings regarding the reports as requested by the COUNTY Counsel.
- H. Match children with prospective adoptive families and place children for adoption.
- I. Review and provide medical and social background information concerning a child and his or her birth parents to adoptive parents at the time of the adoptive placement.
- 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 CONTRACTOR and COUNTY agree to coordinate efforts in the following areas:**



- A. Promote concurrent planning services and 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 agency. This exchange may include, but is not limited to, any information (e.g., complaints, concerns or licensing 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 agency, including potential placement changes.
- D. Notify the other agency before taking any action that may have the potential to disrupt or terminate placement unless events are of an emergency nature or are so serious that immediate action is required to protect the child from harm.
- E. Establish mutually agreed upon timelines for joint reviews, referrals and reports required by the CONTRACTOR, 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. Pay AAP benefits in compliance with Title 22 CCR, Section 35325 et seq.
- I. Use the Child Welfare Services/Case Management System (CWS/CMS) 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 CONTRACTOR 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 reviews required by W&IC, Section 366.21 and the 18 month review required by W&IC, Section 366.22.
- 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 CONTRACTOR 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. Refer children in out-of-home care for a joint assessment prior to FR services being terminated.
- b. Identify and search for all of the child's presumed and alleged parents and document search efforts, including, but not limited to, providing the CONTRACTOR with current and past marital history including date and places of marriage and divorce. Also, obtain birth records on the child as soon as possible.
- c. 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 process of notifying all possible tribes and documenting this in court.
- d. Share with the CONTRACTOR background information as it is obtained about the child, including developmental history, psychological and family health history.
- e. Advise the birth parent of the option of forgoing FR services and/or relinquishing parental rights. Contact CONTRACTOR if the parent indicates an interest in relinquishment or would like additional information about relinquishment or adoption.
- f. Provide a written referral to the CONTRACTOR 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, 366.21 or 366.22) or when a referral is made for the child before termination of services due to concurrent planning. Provide all necessary documents to the CONTRACTOR in order to carry out adoption or concurrent planning services.
- g. Provide child abuse and neglect reports and information concerning prospective adoptive parents when requested by the CONTRACTOR.
- h. Provide Department of Justice criminal record clearance(s) of the foster family when requested.
- i. Work with the CONTRACTOR to prepare a report for the W&IC, Section 366.26 hearing. The CWS 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 character of the relationship, the motivation, 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 the recommended plan.
- j. The COUNTY will provide or purchase Psychological Evaluations and Competency Statements in cases where they are required by statute or regulation.
- k. Retain case management responsibility until finalization of the adoption or dismissal of dependency (Manual of Policies and Procedures, Division 31-320.412).
- l. Send notice of hearing, the social worker's court report and the judge's court orders to the CONTRACTOR's Adoptions Regional/Field Office for W&IC, Section 360 if applicable, 361.5 (g), 366.21, 366.22, and 366.26 hearings and any subsequent hearings. Send notice of any appeals filed concerning juvenile court actions, and the appellate court's decisions, to the CONTRACTOR.
- m. Prepare a court report every six months for the juvenile court to identify progress towards the goal of adoption. Attach the adoption status report provided by the CONTRACTOR.
- n. Provide AAP payments as directed by the CONTRACTOR to adopting families. Provide Notice of Action and AAP re-assessment forms as required.
- o. Send all court orders to CONTRACTOR within 30 calendar days after the date of the court hearing.
- p. Retain case management responsibility until finalization of the adoption or dismissal of dependency. Transfer primary assignment on the CWS/CMS application to the CONTRACTOR's Adoptions Regional/Field Office before closing CWS services case.
- q. Pursuant to Title 22 CCR § 89179(a), the adoption agency shall maintain adequate case records which include:
  - (1) Separate records for each client and for each placement facility studied and used by the agency.



(2) Current administrative records in such a form as to provide an index to all cases, including location of all clients under care and of all placement facilities in use.

(a) Adoption case records shall be retained by the agency indefinitely. In the event of an agency terminating its adoption services, full case records on all completed adoptions, placements for adoption and children relinquished for adoption shall be forwarded to the CONTRACTOR for permanent filing and reference. Records and documents shall include those regarding the natural parents, the child and the adoptive parents. Such forwarding by the terminating agency shall be conducted in the manner prescribed by the CONTRACTOR.

3. The CONTRACTOR 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 CWS approximately 90 days before the 6 month and 12 month review required by W&IC, Section 366.21 and the 18 month review required by W&IC, Section 366.22.
- c. Jointly review 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, prior to placement or as soon thereafter as possible.
- d. Consult with the CWS 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 CONTRACTOR 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 post adoption 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 CWS 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 CONTRACTOR 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) A preliminary assessment of eligibility and commitment of any identified prospective adoptive parent, particularly the child's caretaker, to adopt the child. The assessment will contain a social history, including screening for criminal records and prior referrals for child abuse and neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of adoption.
  - (4) 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 CONTRACTOR 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 CONTRACTOR shall contact other private and public adoption agencies about the child availability 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 (FC), Section 8714.7.
- k. Recruit adoptive families, including those who can fully support and cooperate in the provision of FR services. If necessary, (in cases where the child has been placed cooperatively with another adoption agency) request an adoption homestudy of the identified prospective adoptive family.
- l. Approve or deny family adoptive assessments homestudies.
- m. Prepare the child for adoption. (This may or may not include a placement change.)
- n. Coordinate efforts with ICPC to establish and maintain adoptive placements for dependent children who are placed out-of-state.



- o. Place the child for adoption. Placing a child for adoption may include both moving a child to an adoptive home and signing adoption placement document or signing documents to change the child's current foster placement status to adoption.
- p. Promptly notify the COUNTY of the date of adoptive placement and date foster care payment is discontinued. These events may not necessarily occur on the same date.
- q. Establish AAP eligibility of the child, determine benefit amount and duration, and review and re-assess 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.
- r. Assume exclusive care and control of the child for the purpose of supervising the adoptive placement of pursuant to W&IC, Section 366.26 (j) until finalization of the adoption.
- s. 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 CONTRACTOR will address in its report whether the post adoption contact agreement is in the child's best interest.
- t. Confirm in writing to the COUNTY that the adoption is finalized and request dependency be dismissed. The CONTRACTOR is not authorized to provide the COUNTY with a copy of the final decree of adoption.
- u. Document case management activities in CWS/CMS pursuant to state guidelines.
- v. Conduct other appropriate and necessary permanency planning activities as needed.

L. Services after permanency planning.

- 1. The COUNTY and the CONTRACTOR 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. Jointly review the assessment of relatives and/or other potential caregivers that are being considered as potential placement resources for a child prior to placement or as soon thereafter as possible.
- 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 CONTRACTOR 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 agency to carry out its functions. Only documents not previously submitted will be needed.
  - c. Make a secondary assignment on the CWS/CMS application to the CONTRACTOR's Adoptions Regional/Field Office "in-box caseload" at the time of referral for adoption services.
4. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR will meet and confer to resolve differences.
- B. If the primary social workers are unable to resolve differences, the COUNTY supervisor and the CONTRACTOR's 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 CONTRACTOR's Adoptions Regional/Field Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.
- D. If issues that are regulatory or statutory in nature cannot be resolved adequately at the local level through the above procedures, the matter in dispute will be referred in writing to the appropriate state administrative office(s) for clarification and direction.

IV. PROJECT REPRESENTATIVE

The project representatives during the term of this agreement will be:

Carmen George  
Adoptions Services Bureau  
744 P Street, MS 8-12-31  
Sacramento, CA 95814  
(916) 651-8106  
Fax: (916) 651-8143  
Carmen.George@dss.ca.gov

Maria Corona, Deputy Director  
San Benito County HHSA  
1111 San Felipe Rd. #206  
Hollister, Ca. 95023  
(831) 636-4190  
Fax: (831) 637-2910  
mcorona@cosb.us

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

**EXHIBIT B  
GENERAL TERMS AND CONDITIONS**

**1. Indemnification**

**a. Claims Arising from Acts or Omissions of the County of San Benito**

The County of San Benito (hereinafter collectively referred as the COUNTY), hereby agrees to defend and indemnify the California Department of Social Services, its agents, officers, and employees (hereinafter collectively referred to as the CONTRACTOR), from any claim, action or proceeding against the CONTRACTOR, arising out of acts or omissions of the COUNTY in the performance of this Contract. At its discretion, the CONTRACTOR 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 CONTRACTOR shall notify the COUNTY promptly of any claim, action or proceeding and cooperate fully.

**b. Claims Arising from Acts or Omissions of the CONTRACTOR**

The CONTRACTOR hereby agrees to defend and indemnify the COUNTY, its agents, officers, and employees, from any claim, action, or proceeding against the COUNTY arising out of the acts or omissions of the CONTRACTOR 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 CONTRACTOR of any obligation imposed by this Contract. The COUNTY shall notify the CONTRACTOR promptly of any claim, action or proceeding and cooperate fully.

**2. Relationship Of The Parties**

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, its employees, officers, or directors. Evidence of self-insurance is provided with Attachment B, incorporated herein by reference.

The CONTRACTOR's self-insurance for liabilities (Attachment C) from the use of motor vehicles includes owned, non-owned, and hired vehicles used by CONTRACTOR employees in the performance of services.



4. Maintenance Of Records

The parties shall keep and maintain an accurate record of the referrals to the CONTRACTOR's Adoptions Regional/Field Office. The CONTRACTOR 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 CONTRACTOR shall maintain and preserve all records related to this Contract for a period of three years from the close of the fiscal year in which final payment is made. Such records shall be maintained for a three year period or retained for a longer duration, if an audit involving the records is then pending. The obligation to insure the maintenance of the records beyond the initial three year period shall only arise if notice is provided to the CONTRACTOR 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 CONTRACTOR pursuant to this Contract are the property of the CONTRACTOR 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 CONTRACTOR. Incomplete documents or projects may not be used without the prior written consent of the CONTRACTOR.

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 on assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.



15. Prohibition Against Assignment And Delegation Of Duties

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

16. Negotiated Contract

This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code, 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 CONTRACTOR 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 were based on a percent to total of each county's specific combined 12 year average of child and family referrals to the CONTRACTOR's Adoptions Regional/Field Offices that have been providing Agency adoption services to these counties.

a. Invoicing

In consultation with the Child Welfare Director's Association, for those counties opting to contract directly with CONTRACTOR to continue the Agency adoption services, CONTRACTOR will invoice each on a weekly cost per case basis of \$62 based on the county specific distribution provided in CFL No. 11/12-18. The CONTRACTOR will invoice the COUNTY quarterly the total cost for each active child case and each family case referred to the CONTRACTOR'S Adoptions Regional/Field Office for adoption services. This rate would be claimed up to but not

exceeding Forty Four Thousand Nine Hundred Seventy Eight dollars (\$44,978.00), the amount of the allocation received by the COUNTY.

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 CONTRACTOR 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 will be deemed given on:

- a. The day the notice is personally delivered to the party's Project Representative as specified in the Exhibit A, Scope of Work, page 9, 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 will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first place.

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 ten days prior to such change. The Project Representatives for parties are specified in the Exhibit A, Scope of Work, Page 9, in Section IV.



24. Waiver

Waiver by either party of a breach of any covenant of this Contract will not be construed to be a continuing waiver of any subsequent breach. A party's receipt of consideration with knowledge of the other's violation of a covenant does not waive the party's right to enforce any covenant of this 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 Contract, have been independently verified. Each party

further understands that it is responsible for verifying the representations of law or fact provided by the other party.

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 CONTRACTOR and COUNTY staff will comply with the provision of Welfare and Institutions Code (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 will be kept confidential. The CONTRACTOR and the COUNTY will maintain the confidentiality of all information and records in accordance with current laws, regulations and policies. Exchange of information will be for the purpose of promoting the best interests of the child and the administration of the program.

Each COUNTY and CONTRACTOR's Adoptions Regional/Field Office will maintain their own confidentiality regulations and guidelines to review and follow. The location of those guidelines shall be made known to all employees. The CONTRACTOR 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 required to file an annual Form 700 pursuant to the Conflict of Interest Code and/or Government Code Section 87200 do so with the CONTRACTOR's 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 CONTRACTOR, 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. Independent Contractor

CONTRACTOR and its officers and employees, in the performance of this Contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this Contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

40. Materiality

The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.

41. Counterparts

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one Contract.

42. Definitions

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



**EXHIBIT E  
SAN BENITO COUNTY  
BUSINESS ASSOCIATE ADDENDUM**

- (a) CONTRACTOR shall comply with, and assist the COUNTY in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164), hereinafter collectively referred to as the "Privacy Rule." Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.
- (b) Except as otherwise limited in this Addendum, CONTRACTOR may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of the COUNTY as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which the COUNTY complies.
- (c) CONTRACTOR shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law.
- (d) CONTRACTOR shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
- (e) CONTRACTOR shall report to the COUNTY any use or disclosure of the Protected Health Information not provided for by this Addendum.
- (f) CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR as a result of a use or disclosure of Protected Health Information by CONTRACTOR which is in violation of the requirements of this Agreement.
- (g) CONTRACTOR shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, or received by CONTRACTOR on behalf of the COUNTY, agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information.
- (h) CONTRACTOR shall provide access, at the request of the COUNTY, and in the time and manner designated by the COUNTY, to Protected Health Information in a Designated Record Set; this Protected Health Information will be released to the COUNTY or, as directed by the COUNTY, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
- (i) CONTRACTOR shall make any amendment(s) to Protected Health Information in a Designated Record Set that the COUNTY directs, pursuant to 45 CFR Section 164.526, at the request of the COUNTY or an Individual, and in the time and manner designated by the COUNTY.
- (j) CONTRACTOR shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the COUNTY, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (k) CONTRACTOR shall provide to the COUNTY or an Individual, in the time and manner designated by the COUNTY, information collected in accordance with subsection (j), to permit the COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.

- (l) CONTRACTOR shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of the COUNTY, available to the COUNTY; or at the request of the COUNTY, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the COUNTY or the Secretary, for purposes of the Secretary determining the COUNTY's compliance with the Privacy Rule.
- (m) A breach by CONTRACTOR of any provision of this Addendum, as determined by COUNTY, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the COUNTY.
  - (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, CONTRACTOR shall return or destroy all Protected Health Information received from the COUNTY, or created or received by CONTRACTOR on behalf of the COUNTY. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the CONTRACTOR. CONTRACTOR, its agents and subcontractors shall retain no copies of the Protected Health Information.
  - (2) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information is infeasible, CONTRACTOR shall provide to the COUNTY notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, CONTRACTOR shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR, or any of its agents or subcontractors, maintains such Protected Health Information.
- (n) The Parties agree to take action to amend this Agreement from time to time as is necessary for the COUNTY to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.



July 1, 2016

Attachment B

**STATE OF CALIFORNIA  
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE  
FISCAL YEAR JULY 1, 2016 / JUNE 30, 2017**

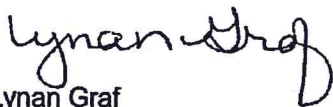
To Whom It May Concern:

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 Victim Compensation and Government Claims Board, P.O. Box 3035, Sacramento, CA 95812-3035. (Gov. Code section 900, et. seq.) Internet link: [www.vcgcb.ca.gov](http://www.vcgcb.ca.gov).

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](mailto: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 Victim Compensation and Government Claims Board (Gov. Code section 900, et. seq.)

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,



Lynan Graf  
Associate Risk Analyst  
Insurance Services Unit  
Phone: (916) 376-5290  
Fax: (916) 376-5275  
[Lynan.graf@dgs.ca.gov](mailto:Lynan.graf@dgs.ca.gov)

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Attachment C

July 1, 2016

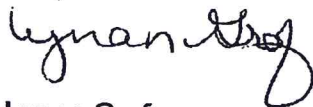
**STATE OF CALIFORNIA  
AUTOMOBILE LIABILITY / PHYSICAL DAMAGE  
FISCAL YEAR July 1, 2016 / June 30, 2017**

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,



Lynan Graf  
Associate Risk Analyst  
Office of Risk and Insurance Management  
Department of General Services  
707 3<sup>rd</sup> Street, 1<sup>st</sup> Floor  
West Sacramento, CA 95605  
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Lynan.graf@dgs.ca.gov