

**CONTRACT FOR SERVICES  
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION: Emergency, Treatment, Respite, Resource Family services  
CONTRACT NO. **HHS000242**  
BEGINS: July 1, 2021  
ENDS: June 30, 2023  
ADMINISTERING AGENCY: Health and Human Services, Children's System of Care

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This is an Agreement made and operative as of the 1<sup>st</sup> day of July 2021, between the COUNTY OF PLACER, through its Health and Human Services Department, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **KOINONIA FOSTER HOMES, INC.**, a nonprofit corporation, hereinafter referred to as "CONTRACTOR."

WHEREAS, COUNTY wishes to provide Emergency, Treatment, Respite, Traditional Resource (previously known as Foster) Family Care services, and

WHEREAS, COUNTY issued a Request for Proposals (RFP) #10453 in 2015 to select a contractor to provide Emergency, Respite and Traditional Foster Care Services and awarded a contract for services through the Placer County Board of Supervisors to CONTRACTOR on December 8, 2015 in response to the CONTRACTOR'S submitted proposal, which COUNTY now desires to renew, and

WHEREAS, CONTRACTOR is a qualified and experienced provider in the required services, and has agreed to provide services to assist in this venture as outlined below, and

WHEREAS, the parties wish to enter into this Agreement to provide a full and complete statement of their respective responsibilities in connection with the recitals set forth above,

NOW, THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, he parties hereby agree as follows:

1. **SERVICES:** CONTRACTOR agrees to provide COUNTY with Emergency, Treatment, Respite, Resource Family services, as set forth in Exhibit A, titled Scope of Services, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or provide additional payment to CONTRACTOR except as expressly set forth in this or the amended Agreement.
3. **PAYMENT:** COUNTY will pay to CONTRACTOR as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B, titled Payment Provisions, attached hereto. The payment specified in Exhibit B shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed **TWO MILLION FOUR HUNDRED SEVENTY-SEVEN THOUSAND SEVEN HUNDRED TEN DOLLARS (\$2,477,710)**. This payment amount shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CONTRACTOR shall charge for travel according to the Federal General Services Administration (GSA) guidelines.
4. **OMB 2 CFR Part 200:** Except for agreements that are straight hourly rate or fee for services contracts not built on a submitted Budget, all components of payment billed to COUNTY will be calculated in accordance with the Office of Management and Budget (OMB) 2 CFR Part 200.

5. **INVOICES:**

5.1. CONTRACTOR shall provide invoices to the COUNTY on a monthly basis, within 30 calendar days of the close of each calendar month with the exception of June billing. For all contracts, invoices for services provided during the month of June shall be received by COUNTY by 5:00 p.m. on July 15th. Exhibit B, titled Payment Provisions shall indicate if this contract is reimbursed with funds from the CEC/Cash Claim. COUNTY will review, approve, and pay all valid invoices within 30 calendar days of receipt. In the event of multiple invoices being submitted to the COUNTY at one time or insufficient documents supporting an invoice, payment by the COUNTY may be delayed beyond the 30-day timeline.

5.2. Invoices for payment shall be on the Sample Invoice provided by COUNTY or on CONTRACTOR's letterhead and shall include the contract number, the CONTRACTOR name and remittance address, a unique invoice number, and a detailed list of expenses with dollar amounts. Backup documentation to support each expense should be attached to the invoice. Client personally identifiable information (PII) and protected health information (PHI) should not be submitted as backup documentation unless it is legally permissible and there is a business need. When submitting invoices electronically when there is a business need to include PII or PHI, emails should be encrypted. Invoices for payment shall be submitted to the following address or via email to the address below:

Placer County HHS Fiscal  
Attn: Accounts Payables  
3091 County Center Drive, Suite 290  
Auburn, CA 95603  
Email: [HHSPayables@placer.ca.gov](mailto:HHSPayables@placer.ca.gov)

5.3. Payment Delay. Notwithstanding any other terms of this Agreement, no payments will be made to CONTRACTOR until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement. However, COUNTY will not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

6. **EXHIBITS:** Exhibits expressly listed on the signature page of this Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements.

7. **FACILITIES, EQUIPMENT AND OTHER MATERIALS:** Except as otherwise specifically provided in this Agreement, CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for performing services pursuant to this Agreement. At COUNTY's discretion, COUNTY may make equipment or facilities available to CONTRACTOR for CONTRACTOR's use in furtherance of this Agreement only where a COUNTY Facility or Equipment exhibit is attached to this Agreement identifying the equipment or facilities to be used by CONTRACTOR's personnel. If COUNTY funds equipment as part of this contract, COUNTY will retain Equipment.

8. **ACCOUNTING REQUIREMENTS:** CONTRACTOR shall comply with all applicable COUNTY, State, and Federal accounting laws, rules and regulations. CONTRACTOR shall establish and maintain accounting systems and financial records that accurately account for and reflect all Federal funds received, including all matching funds from the State, COUNTY and any other local or private organizations. CONTRACTOR's records shall reflect the expenditure and accounting of said funds in accordance with all applicable State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45

CFR Part 92 and in the Office of Management and Budget 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

9. **RIGHT TO MONITOR AND AUDIT:** COUNTY, State and Federal Governments shall have the right to monitor all work performed under this Agreement to assure that all-applicable State and Federal regulations are met. COUNTY, State and Federal Governments shall have the right to audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. COUNTY will have the right to review financial and programmatic reports and will notify CONTRACTOR of any potential Federal and/or State exception(s) discovered during such examination. COUNTY will follow-up and require that the CONTRACTOR takes timely and appropriate action on all deficiencies. Failure by the CONTRACTOR to take timely and appropriate action on all deficiencies shall constitute a material breach of this Agreement.
10. **LIMITATION OF COUNTY LIABILITY FOR DISALLOWANCES:**
  - 10.1. Notwithstanding any other provision of the Agreement, COUNTY will be held harmless by CONTRACTOR from any Federal or State audit disallowance and interest resulting from payments made to CONTRACTOR pursuant to this Agreement, less the amounts already submitted to the State for the disallowed claim.
  - 10.2. To the extent that a Federal or State audit disallowance and interest results from a claim or claims for which CONTRACTOR has received reimbursement for services provided, COUNTY will recoup within 30 days from CONTRACTOR through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less the amounts already remitted to the State for the disallowed claim. All subsequent claims submitted to COUNTY applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the Federal or State disallowance issue is resolved.
  - 10.3. CONTRACTOR shall reply in a timely manner, to any request for information or to audit exceptions by COUNTY, State and Federal audit agencies that directly relate to the services to be performed under this Agreement.
  - 10.4. CONTRACTOR will cooperate with COUNTY in any challenge of a disallowance by a Federal or State agency.
11. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2021 through June 30, 2023. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.
12. **CONTINGENCY OF FUNDING:**
  - 12.1. Funding or portions of funding for this Agreement may be directly contingent upon state or federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or the United States Government to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by COUNTY'S Board of Supervisors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty. Except in COUNTY'S sole discretion, which discretion may be limited at law, CONTRACTOR agrees and understands that in no event will any of COUNTY'S obligations under this Agreement be funded from any other COUNTY funding source.
  - 12.2. Any adjustments in funding shall be made through a written contract amendment, and shall include any changes required to the Scope of Services in response to modifications in funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to COUNTY by the County of Placer Board of Supervisors, State and/or the United

States government. Amendments issued in response to adjustments in funding shall be considered fully executed when approved by the CONTRACTOR and COUNTY. CONTRACTOR understands that any such amendments to this Agreement may not reflect the entire amount of any augmentation or reduction in funding provided to COUNTY for the subject services.

13. **TERMINATION:**

13.1. COUNTY will have the right to terminate this Agreement at any time without cause by giving thirty (30) calendar days' notice, in writing, of such termination to CONTRACTOR. If the COUNTY gives notice of termination for cause, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.

13.2. In the event COUNTY terminates this Agreement, CONTRACTOR shall be paid for all work performed and all reasonable allowable expenses incurred to date of termination. Should there be a dispute regarding the work performed by CONTRACTOR under this Agreement, COUNTY will pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified in the Payment section herein, and further provided, however, COUNTY will not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. CONTRACTOR shall furnish to COUNTY such financial and other information, which in the judgment of the COUNTY, is necessary to determine the reasonable value of the services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

13.3. CONTRACTOR may terminate its services under this Agreement upon sixty (60) calendar days' advance written notice to the COUNTY.

14. **STANDARD OF PERFORMANCE:** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices its profession. All products or services of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY.

15. **LICENSES, PERMITS, ETC.:** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR and/or its employees to practice its/their profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR and/or its employees to practice its/their profession at the time the services are performed.

16. **RECORDS:**

16.1. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision

“records” is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.

16.2. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. COUNTY shall have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.

16.3. Upon completion or termination of this Agreement, if requested by COUNTY, CONTRACTOR shall deliver originals or copies of all records to COUNTY. COUNTY will have full ownership and control of all such records. If COUNTY does not request all records from CONTRACTOR, then CONTRACTOR shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.

16.4. If Agreement is state or federally funded, CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (California Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.

17. **BACKGROUND CHECK:** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives). Completion of a satisfactory Live Scan will also be needed if legally required. CONTRACTOR further agrees to hold COUNTY harmless from any liability for injuries or damages (as outlined in the hold harmless clause contained herein) resulting from a breach of this provision or CONTRACTOR'S actions in this regard.

18. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as independent contractors of the COUNTY, and this Agreement creates no relationship of employer and employee as between COUNTY and CONTRACTOR. CONTRACTOR agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees. CONTRACTOR shall be responsible for all applicable State and Federal income and, payroll taxes and agrees to provide any workers' compensation coverage required by applicable State laws for its agents and employees for all work performed under this Agreement.

19. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See Exhibit C, attached hereto, for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.

20. **CONFIDENTIALITY of RECORDS and INFORMATION:**

20.1. CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules. CONTRACTOR shall not use or disclose confidential information other than as permitted or required by this Agreement and will notify COUNTY of any discovered instances of breaches of confidentiality. CONTRACTOR shall ensure that any subcontractors' agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply

to CONTRACTOR with respect to such information. CONTRACTOR agrees to hold COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.

20.1.1. HIPAA/ Protected Health Information. If CONTRACTOR is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the HIPAA Business Associate Agreement (BAA) Addendum is included as part of this Agreement, it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a business associate relationship under HIPAA and the HIPAA regulations, CONTRACTOR is the Business Associate of COUNTY and agrees to the HIPAA Business Associate Agreement (BAA) Addendum exhibit attached to this Agreement.

20.1.2. 42 C.F.R. Part 2/ Drug and Alcohol Abuse Records. If CONTRACTOR is a covered program under the Confidentiality of Alcohol and Drug Abuse Patient Records Act, 42 C.F.R. Part 2 or signs the Qualified Service Organization Agreement (QSOA), it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information and patient identifying information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a qualified service organization relationship under 42 C.F.R. Part 2 and the 42 C.F.R. Part 2 regulations, CONTRACTOR is the Qualified Service Organization of COUNTY and agrees to enter into the Qualified Service Organization Agreement (QSOA) Addendum contained as an exhibit to this Agreement.

21. **CONFLICT OF INTEREST:** CONTRACTOR certifies that it has no current business or financial relationship with any COUNTY employee or official, or other COUNTY contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. CONTRACTOR attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. CONTRACTOR shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain, or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. CONTRACTOR certifies that no official or employee of the COUNTY, nor any business entity in which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, CONTRACTOR agrees that no such person will be employed in the performance of this Agreement without immediately notifying the COUNTY.

22. **CONTRACT ADMINISTRATOR:**

22.1. ADMINISTRATOR will provide consultation and technical assistance in monitoring the terms of this Agreement

22.2. ADMINISTRATOR is responsible for monitoring the performance of the CONTRACTOR in meeting the terms of this Agreement, for reviewing the quality of CONTRACTOR services, notifying CONTRACTOR of performance deficiencies, and pursuing corrective action to assure compliance with contract requirements.

22.3. ADMINISTRATOR may be revised from time to time, at the discretion of the COUNTY. Any change in ADMINISTRATOR will be provided to CONTRACTOR by written notice. At contract commencement, the ADMINISTRATOR will be:

Twylla Abrahamson, Deputy Director of Health & Human Services  
Placer County Children's System of Care  
11716 Enterprise Drive  
Auburn, CA 95603  
530/889-5440

**NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows:

If to COUNTY: Robert L. Oldham, Director  
Placer County Dept. of Health and Human Services  
3091 County Center Drive, Suite 290  
Auburn, CA 95603

If to CONTRACTOR: Sam Golden, Executive Director  
Koinonia Foster Homes, Inc.  
P.O. Box 1403  
Loomis, CA 95650  
SGolden@kfh.org

Changes in contact person or address information shall be made by notice, in writing, to the other party.

23. **NONDISCRIMINATION:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.
24. **ASSIGNMENT:** CONTRACTOR shall not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of COUNTY. The terms of this Agreement shall also apply to any subcontractor(s) of CONTRACTOR.
25. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Agreement shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources. CONTRACTOR shall only provide those services as requested by COUNTY and COUNTY may cancel any service request.
26. **TIME OF PERFORMANCE:** CONTRACTOR agrees to complete all work and services in a timely fashion.
27. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
28. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties

agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.

29. **CONTRACTOR NOT AGENT:** Except as COUNTY may specify in writing CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied pursuant to this Agreement to bind COUNTY to any obligation whatsoever.
30. **SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Parties.

*//Signatures on following page*

DRAFT



**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

KOINONIA FOSTER HOMES, INC.  
 ("CONTRACTOR")\*

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Signature

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Print Name

Chair of the Board,  President, or  
 Vice President

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

COUNTY OF PLACER  
 ("COUNTY")

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Robert L. Oldham, Director,  
 Department of Health & Human Services

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

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Signature

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Print Name

Secretary,  Asst. Secretary,  
 Chief Financial Officer, or  Asst. Treasurer

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

Approved as to Form  
 Office of Placer County Counsel

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

**EXHIBITS:**

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements
- Exhibit D – Reporting Exhibit
- Exhibit E – HIPAA Business Associate Agreement-Addendum
- Exhibit F – Federally Funded Contracts
- Exhibit G – Certification Regarding Lobbying
- Exhibit H – Assurance of Compliance Agreement

\*Agreement must have two signatures, one in each of the two categories of corporate offices indicated above. Check the box indicating the corporate office of the signing party. The same person may sign the contract twice if that person holds an office in each of the two categories. (California Corporations Code § 313) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. A copy of the most recent resolution must be sent with the signed contract, even if it is the same as the previous year.

**SCOPE OF SERVICES**

CONTRACTOR shall provide Emergency, Treatment, Respite, Traditional Resource (previously known as Foster) Family Care services; a licensed 6 bed Emergency Short Term Residential Therapeutic Program and Specialty Mental Health Services in accordance with the requirements of COUNTY'S Request for Proposals and the CONTRACTOR'S response thereto.

CONTRACTOR shall develop a partnership with COUNTY'S Children's System of Care (CSOC) to meet the permanency, safety, and well-being of children through emergency, traditional and respite Resource Family care. CONTRACTOR shall provide recruitment and oversight which will consist of outreach, marketing, recruiting, training, certifying and otherwise administering a network of Resource Family care providers, delivering safe and credentialed caregiving for up to 50 COUNTY youth.

1. **Emergency Placement Resource Family Care** – CONTRACTOR shall screen, assess, market and support recruitment of a network of no less than 08 certified emergency Resource Family care homes in or adjacent to Placer County. Homes within 10 miles of the Placer County boundary line will not account for more than half of the homes certified. Services will be available 24/7 to accept emergency and ongoing Resource Family placements. Resource Family parents in these homes will be available for admission and care twenty-four hours per day, as emergency detainments may dictate. CONTRACTOR'S on-call social worker is expected to respond within 20 minutes of initial call or message from the COUNTY. CONTRACTOR'S on-call social worker is expected to confirm within 2 hours of call which home best meets the needs of the specific child(ren). Emergency placement will typically last up to 30 days. CONTRACTOR shall collaborate with COUNTY to ensure all required paperwork and assessments are completed, while the COUNTY social worker completes Team Decision Making, Health and Mental Health Screening and other needed assessments. Homes certified as providers in this element of the continuum may be mixed use providers. CONTRACTOR will maintain a minimum of 8 Emergency Resource Family homes in addition to the 6 bed residential facility.

1.1. **Recruitment and support:** CONTRACTOR shall oversee Resource Family care recruitment and oversight for emergency, traditional and respite Resource Family care placements through outreach, marketing, recruitment, training, and certification.

1.1.1. **Outreach:** CONTRACTOR shall recruit prospective Resource Family parents year-round through a variety of proven practices, including, but not limited to: booths at public events, CONTRACTOR'S website, social media, radio ads, print ads, signage, collaborative relationships, internet Resource Family care listings, association memberships, and word-of-mouth referrals. CONTRACTOR shall hire an additional Resource Family parent recruiter in order to significantly increase its currently successful recruitment and certification efforts. In addition, CONTRACTOR shall expand its current recruitment efforts to include targeted recruitment through Placer County schools (e.g., PTC, school newsletters, etc.) to support keeping placed children in their school of origin.

- a. CONTRACTOR shall recruit applicants whom are able and willing to meet the needs of the placed children.
- b. CONTRACTOR shall not discriminate against Resource Family applicants based on sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, or sexual orientation. CONTRACTOR shall not deny, delay, or discriminate in the placement of a child based solely on race, color, or national origin of the prospective Resource Family parent or the child.

1.1.2. **Screening:** CONTRACTOR shall conduct a pre-screening, usually initiated via telephone, to evaluate the qualifications and motives of potential Resource Family parents. CONTRACTOR'S minimum requirements for prospective Resource Family parents are:

- a. The ability to comply with Title 9 and Title 22 regulations and COUNTY contract requirements.
- b. At least 21 years of age and are physically and emotionally able to provide adequate care and supervision, and can meet qualifications for Resource Family parents;
- c. Able to demonstrate knowledge of principles of child care supervision, nutrition and food preparation, housekeeping, sanitation and hygiene, recognition of early signs of illness, need for professional assistance, and ability to set reasonable behavioral limits, and offer instrumental and emotional support.
- d. Able to provide assurance that the family household members are in good health, that their physical or mental status will not negatively affect their ability to care for the client, that prospective parent(s) is employed or has sufficient income to maintain home; and,
- e. If there are children present in the family home, there is a willingness to share the home with a Resource Family client.
- f. Prospective Resource Family parents shall be made aware that the purpose of the pre-screening is to gather information and ask questions as a part of an initial review. CONTRACTOR'S staff evaluates the areas outlined above. At the conclusion of this interview, if it is determined that the prospective Resource Family parent(s) meets the minimum requirements and wish to proceed further, they shall be invited to an Orientation Training. CONTRACTOR'S intensive Orientation Training helps applicants understand some of the potential challenges of housing and meeting the needs of a difficult population of children. Prospective applicants shall be provided application materials after attending an Orientation Training.

1.1.3. Application: CONTRACTOR shall provide screening and assist with the application of no less than 8 emergency Resource Family care providers. Application materials include: Application, Questionnaires, Financial Information form, Home Floor Plan form, Emergency Plan for Certified Homes form, Placement Selection form, Medical Examination & TB Clearance forms, Confidentiality & Child Abuse Reporting forms, Out-of-State Disclosure and Criminal Record Statement, Out-of-State Child Abuse/Neglect Report (if applicable), House Rules form; Initial Home Inspection forms; Live Scan forms; Driver's License Record Request form, and applicable adult resident forms.

- a. Applicants and adult residents must pass all required background clearances, including DOJ, FBI, CACI, out-of-state clearance child abuse/neglect check (if lived in another state in the past five years), Megan's Law and DMV.
- b. Upon satisfactory completion of the Application, an initial home inspection shall be conducted by CONTRACTOR'S resource parent coordinator and/or social worker. This involves inspection of the home to determine compliance with Title 22 Regulations in the following areas: buildings & grounds, storage space, health related services, emergency procedures, capacity determination, transportation, activities, food service, and personal rights. This approach has the advantage of acquainting prospective Resource Family families with Title 22 Regulations and at the same time assessing the home for actual or potential deficiencies. Potential treatment Resource Family parents are also required to attend Pre-Certification and CPR & first aid trainings.
- c. Family members of the household shall be interviewed with regard to their expectations, perceptions, attitudes, and motivations about Resource Family-ing. CONTRACTOR'S social workers shall also assess family functioning, adaptation and explore problem areas which might mitigate Resource Family care certification. At the conclusion of each visit to the home, CONTRACTOR'S staff shall complete an assessment.
- d. With consideration of the interviews and a thorough review of the Home Study, Application, background checks and required clearances, a determination shall be made by CONTRACTOR'S administrator to approve or deny the potential Resource Family for certification.

1.1.4. Pre-Certification Training: CONTRACTOR'S Resource Family training program shall consist of the following components: Orientation Training, Pre-Certification Training, Ongoing In-Service Training, CPR & First Aid Training, and In-Home Training.

- a. CONTRACTOR'S Orientation Training shall be 2 hours, and Pre-Certification Training shall be 16 hours. Approved applicants must complete these training sessions prior to having clients placed in their home. The trainings shall be provided by the CONTRACTOR'S administrators and augmented by presentations from CONTRACTOR'S supervisors, social workers, and other staff. These trainings shall be scheduled throughout the year, or on an as-needed basis. Topics covered during Orientation and Pre-Certification training may include, but are not limited to:

Introduction to CONTRACTOR; court and Resource Family care systems; certification process, home study process, overview of home safety review and requirements; Title 22 Regulations; CONTRACTOR'S policies regarding certified Resource Family homes and COUNTY contract requirements; finances; differences between dependent children and wards of the court; permanency and placement matching; child intake and placement procedures; health issues in Resource Family care, medical and dental care for Resource Family children; accessing available education services for Resource Family children; existing laws and procedures relating to Resource Family youth at school; Resource Family children's rights; instruction on cultural competency and sensitivity and related best practices for providing adequate care for children across diverse ethnic and racial backgrounds, special populations, as well as children identifying as lesbian, gay, bisexual, or transgender; development of cultural identity; Resource Family parents and their responsibility to the Resource Family child; social worker responsibilities; child abuse identification and reporting; the effects of child abuse and neglect on child development; getting to know the Resource Family child's birth parents through them; building alliances with the placed child's birth family; seven core issues in placement; attachment and bonding; instilling trust; verbal/physical communication; balance between love and discipline; positive discipline and encouragement; learning to respond instead of react; separating the Resource Family child from the problem; parenting children of trauma; helping children heal; teaching acceptance of their circumstances and resolving bitterness; helping the child understand their process; Resource Family children's self-image and the Resource Family parent; three ways to communicate love; rewards of parenting Resource Family children; characteristics of successful placements

1.1.5. Ongoing Training: CONTRACTOR'S ongoing bi-monthly trainings shall provide continuing education in the area of specialized child care. The trainings shall also serve as a means for continued social support, and the sharing of information and ideas. Ongoing trainings shall be conducted by CONTRACTOR'S district administrators, social workers, staff, and augmented by outside guest speakers with expertise in their particular subject areas. Resource Family parents shall also be given training credit for attending relevant training or educational courses given in the community. A minimum of 10 hours a year shall be required. Training topics covered in these group sessions may include, but are not limited to the following:

Trauma-informed care and parenting; developmental issues related to trauma in children; substance abuse; issues of children/adolescents and social media; sex trafficking; issues of peer pressure/bullying; therapeutic parenting; attachment and bonding; children's mental & health issues; traumatic grief and loss; fetal alcohol syndrome/drug exposure; child developmental stages; working with birth parents/the importance of birth family and permanency planning; positive discipline and the importance of self-esteem; the rights of Resource Family children; instruction on cultural competency and sensitivity and related best practices for providing adequate care for children across diverse ethnic and racial backgrounds, special populations, as well as children identifying as lesbian, gay, bisexual,

or transgender; emancipation and independent living skills (for Resource Family parents caring for youth); caring for and providing services to dependent parents and his/her child (for parents caring for dependent parents/infants); punishment vs. teaching; consequences: positive consequences vs. negative consequences; effective praise; preventive and corrective teaching; clear expectations; staying calm; teaching self-control; making decisions; reaching goals with charts and contracts; family meetings; social skills; helping children succeed in school

- 1.1.6. In-Home Training: CONTRACTOR'S in-home training sessions shall be conducted in the home of the treatment Resource Family parent as a continuation of ongoing trainings. These training sessions may be conducted by CONTRACTOR'S supervisors, social workers, and other staff persons. Special training needs may be identified during CONTRACTOR'S social worker regular visits to the home or as a part of the treatment plan. In-home trainings are tailored to meet the special and individual needs and strengths of the therapeutic Resource Family home. This training is ongoing throughout the year. Some of the training topics covered may include, but are not limited to:
- a. Title 22 Regulations, crisis intervention training, using treatment plans to change behavior, the family as a member of the treatment team, home studies, transitions (a new child enters the home), separation and attachment, caring for the sexually abused child, respecting cultural differences in Resource Family children and their families, child development, record keeping, recording events.
  - b. The sum total of our Pre-Certification and Ongoing training components allows CONTRACTOR'S treatment Resource Family parents to accumulate a minimum of 30 hours of MAPP equivalent training by the end of their first year of certification. Prior to receiving a child into their home, certified treatment Resource Family parents will have received a minimum of 18 hours of MAPP equivalent training and a minimum of an additional 12 hours of training during the first year of certification. CONTRACTOR'S training components also support the concepts of the Family to Family Program.
- 1.1.7. Special Training: Recognizing all children placed into care need trained Resource Family parents to address the individualized need of the child, CONTRACTOR will provide specialized training, as needed. Examples of these are specified below:
- a. Special Health Care Needs Placement: Treatment Foster Family parents that receive placements of clients with special health care needs complete additional training provided by the client's health care professional as required by the client's individualized health care plan. The client's physician must train the resource parent or caregiver to administer the required specialized in-home health care. Specialized in-home health care differs from family health care which does not require the skills of qualified, technical, or professional personnel. Specialized in-home health care services may include, but are not limited to, gastroscopy tube feedings and multiple medication administration. CONTRACTOR'S Client Application outlines some of the conditions or prescribed devices which require specialized in-home health care.
  - b. Emergency and Respite Care Providers: Treatment Foster Family parents that receive emergency and respite care placements shall receive additional training from the Crisis Prevention Institute (CPI) within one year of certification. The Nonviolent Crisis Intervention® Training program is considered the worldwide standard for crisis prevention and intervention training.
- 1.1.8. Support of Resource Family Parents: In addition to the ongoing trainings detailed above, CONTRACTOR shall provide support in various ways, such as:
- a. 24-hour on-call access to social worker support;

- To ensure communication and backup support to Resource Family families, clients, counties, other referring agencies and Community Care Licensing, CONTRACTOR shall maintain a 24-hour emergency response number.
- b. Respite Services are provided to certified parents;
- c. Ongoing contact with social worker;
- d. Ongoing activities for the Resource Family and Resource Family children (i.e. Christmas parties, picnics; summer events, etc.);
- e. Ongoing trainings to continue educational learning opportunities and promote support from other Resource Family parents and staff;
- f. Resource/training library;
- g. Available referral listing of community & therapeutic resources;
- h. CONTRACTOR'S social workers shall be available to attend CFT's, IEPs and Ice Breaker meetings in order support the reunification and/or permanency process and treatment plan;
- i. Assist resource parents in providing transportation to and from school, and other appointments, such as: mandated visitation, doctors' appointments, etc.; and, agency & district office newsletters

1.1.9. Supportive Services:

- a. Support Groups: CONTRACTOR'S services shall include monthly support groups. The support groups provide a time for caregivers to meet with other caregivers in their communities and with CONTRACTOR'S staff for support, education, and networking. CONTRACTOR shall provide psycho-educational materials and group discussion opportunities for each group. Topics shall focus upon the unique challenges faced by caregivers, including: Child development and attachment disorders, trauma-focused parenting techniques, disability and mental health issues in children. Participants shall have the opportunity to share their own thoughts and feelings surrounding the topics presented. CONTRACTOR'S staff members shall facilitate the discussions with the goal of developing a supportive culture and connections among the families.
- b. Crisis Intervention: In support of emergency Resource Family care placements, CONTRACTOR shall implement several strategies for crisis intervention to stabilize the clients and treatment Resource Family parents in order to prevent unwanted or unplanned removal of the client from the therapeutic Resource Family home. These include, but are not limited to:
  - i. Additional home visits to the Resource Family home by CONTRACTOR social worker to address issues and training.
  - ii. Coordinate with the client's care providers any additional visits or needed services.
  - iii. CONTRACTOR shall request WRAP, TBS, or other therapy services from COUNTY, as needed depending on needs and insurance status.
  - iv. Respite care for the client to help deescalate the situation.
  - v. 24-hour-emergency crisis intervention support: This service is provided by an on call CONTRACTOR social worker after normal business hours. To ensure communication and back-up support to therapeutic Resource Family families, CONTRACTOR maintains a 24-hour emergency response number.

1.1.10. Oversight and Accountability: Administration of all payments, investigations, oversight and related functions shall primarily occur through CONTRACTOR'S sub-office and shall supported by CONTRACTOR'S Corporate Office, both located in Loomis, CA.

- a. CONTRACTOR'S board of directors shall actively ensure accountability and perform, at a minimum, the following responsibilities:
  - i. Establish and approve policies and procedures governing the operation of the Resource Family; Approve and monitor a budget for the Resource Family agency; Access and maintain the level of funds necessary to cover the costs of operating the Resource Family agency; Adopt a plan of operation and program statement for

the Resource Family agency that will ensure the services provided by the Resource Family agency correspond to the needs of the community; Employ an administrator who meets the requirements of Section 88064 and Section 88065; Maintain in the Resource Family agency files a written statement describing the duties delegated to the administrator; Ensure that the administrator receives a copy of the statement describing the duties delegated to the administrator; Review all licensing and incident reports provided by the administrator, and based upon such review, ensure that the Resource Family agency and its certified homes thereafter comply with applicable regulations.

- ii. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. COUNTY shall have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.
- iii. CONTRACTOR shall provide COUNTY with a program evaluation and review, including, but not limited to:
  - a) Number and demographics of clients served
  - b) Types and amounts of services provided
  - c) Number and details of community resources identified
  - d) Number and details of outreach events/individual contacts for recruitment

1.1.11. **Payments:** CONTRACTOR'S accounting department shall be responsible for the administration of payments to the resource families. Financial records maintained shall include receipts, disbursements, assets, and liabilities. Financial records shall be kept in accordance with accepted accounting practices. CONTRACTOR shall undergo an annual audit which complies with the Federal Single Audit Act and the requirements of OMB Super Circular. CONTRACTOR shall provide COUNTY with a copy of the Single Audit no later than 30 days following receipt. CONTRACTOR shall inform COUNTY upon discovery of any apparent overpayment. CONTRACTOR shall remit any overpayment in full to COUNTY upon receipt of a notice of action or following the completion of due process.

1.1.12. **Investigations:** CONTRACTOR shall be responsible for notifying the proper county and state authorities upon discovery of any potential client's rights violations or abuse. CONTRACTOR shall comply with regulations and laws with regard to any incident, citation and investigation processes. All incidents, citations, and investigations shall be reviewed by CONTRACTOR's associate executive director, executive director, and board of directors.

2. **Emergency Short Term Residential Therapeutic Program (STRTP)** –CONTRACTOR'S STRTP will be available for admission and care twenty-four hours per day, as emergency detainments may dictate. The STRTP will have the capacity to provide up to 6 beds for clients over the age of 6, who meet STRTP eligibility requirements when an emergency, treatment or traditional Resource Family home is unavailable or inappropriate. The STRTP will act as a hub for all contract services. Multiple services will be offered through the licensed residential facility, including: Specialty Mental Health Services, crisis intervention, supervision, supervised visitation, afterschool care for all shelter placements, and transportation to school of origin. Placements are meant to be short term, with goal to transition quickly into concurrent care, reunification to biological family, NREFM, etc.
3. **Medi-Cal Specialty Mental Health Services** –CONTRACTOR will provide comprehensive mental health services provided by licensed, licensed-waivered or other eligible staff. Mental health services will be individualized, tied to the primary diagnosis, and may include: Assessment; plan development; individual therapy; individual rehabilitation; case management, and crisis intervention.

4. **Service Requirements For Mental Health/Rehabilitation Services** - CONTRACTOR shall abide by all of the requirements set forth by the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) program, and use the State-approved EPSDT manual as a guide for all service and documentation provision:
- 4.1. **Evaluation and Assessment:** Children receiving specialty mental health services shall have received a thorough clinical assessment performed by COUNTY CSOC or CONTRACTOR. This assessment shall serve as the basis of the treatment and service plan as developed by COUNTY CSOC or CONTRACTOR.
- 4.1.1. An assessment of the child must be conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract between Placer County and the State Department of Health Care Services, a copy of which will be provided to CONTRACTOR upon request.
- 4.1.2. CONTRACTOR shall verify Medi-Cal eligibility prior to commencement of services and verify that the child/youth continues to be an active Medi-Cal recipient throughout the course of services.
- 4.1.3. The assessment must establish medical necessity for the child or youth as defined in the EPSDT manual, which guides service and documentation provisions. Further, medical necessity must be maintained for all service or services provided, and for the timeframe in which the services were provided. CONTRACTOR shall use the Placer County Biopsychosocial Assessment form, CARE 015.
- 4.1.4. CONTRACTOR shall conduct a Child and Adolescent Needs and Strengths (CANS) assessment for each child at intake to identify the child and family's strengths and needs.
- 4.1.5. A client plan must be developed and maintained for the child or youth that meets all client plan requirements established in the MHP. CONTRACTOR may use either its own client plan form, if it has all the Medi-Cal required elements, or the Placer County Unified Services Plan CARE 008 form. These shall be developed no less than annually.
- 4.2. **Mental Health/Rehabilitative Services:** In addition to Assessment, Mental Health and Rehabilitative services may include:
- 4.2.1. **Plan Development:** Each case shall be assigned to a treatment planner who shall be responsible for the overall coordination of services. Throughout the course of treatment, the treatment planner shall: ensure that the client plan is coordinated appropriately, that the appropriate adjunctive services are provided; that the client plan is reviewed and modified as needed on a regular basis. The treatment planner shall also be available to make community contacts and to be certain that information about the child in the community is shared with all the mental health professionals involved in the case. The treatment planner shall be supervised by a licensed clinician, who shall direct the course of treatment.
- 4.2.2. **Site-based and in-home individual and group therapy and rehabilitation services:** provide symptom resolution and adaptive skills development to address issues of loss and grief; trauma (including prior abuse); identity formation; mastery and control and intimacy using a variety of modalities. Treatment modalities can include evidence-based models such as: Parent Child Interaction Therapy; Trauma Focused Cognitive Behavioral Therapy; Didactic Developmental Attachment Psychotherapy; Narrative Therapy; Family Finding and Engagement; and the Triple P Parent Education Model.
- 4.2.3. **Collateral services for caregivers:** Individual or group interactions with one or more family members on behalf of the beneficiary.
- a. **Parents' Groups:** Multi-family groups offer psycho-education to support families caring for a special needs child including typical issues related to adoption and kin care and caring for children with mental health disorders. Where the child's age and functioning



- indicate that s/he could benefit from involvement in such treatment, the child may be included in the multi-family group therapy.
- b. Group Collateral: Adoptive and relative families can become disorganized or dysfunctional after placement and at other significant developmental transitions points. Collateral group therapy supports all family members to identify key issues and concerns and to learn to deal in a constructive way with the problems at hand as individuals and as a unit.
  - c. School Consultation: As necessary, plan developers and ongoing therapists shall work closely with the personnel at the child's school in order to better understand the child's functioning in that setting, to incorporate information gathered from those contacts into the treatment plan, to offer support to the school staff, and to intervene in the school setting to assist the child in resolving emotional and behavioral problems. Plan developers and therapists may work with school personnel either by telephone or in-person contacts. Therapy may be conducted at the school site when appropriate and included in the treatment plan as developed.
- 4.2.4. Case Management Rehabilitation: Provide rehabilitation services for children. These services may include any or all of the following: assistance in restoring or maintaining a child's functional skills, daily living skills, social skills, grooming and personal hygiene skills, and support resources; counseling of the individual and/or family; training in leisure activities needed to achieve the individual's goals/desired results/personal milestones.
- 4.2.5. Case Management/Brokerage: Activities provided by staff to access medical, educational, social, needed community services for eligible individuals.
- a. Linkage and Consultation: The identification and pursuit of resources necessary for the client to access service and treatment, including but not limited to: Interagency and intra-agency consultation, communication, coordination, and referral to said necessary services or community resources, including discharge planning and placement services. This also includes monitoring service delivery to ensure an individual's access to community resources or other formal ancillary services, such as psychiatric appointments, mentoring services, Court-Appointed Special Advocate, etc.
  - b. Placement Services: Supportive assistance to the individual in the assessment, determination of need, locating and securing of adequate and appropriate living arrangements, including but not limited to pre-placement visits, negotiation of housing or placement contracts, placement, and placement follow-up, and accessing services necessary to secure placement.
- 4.2.6. Discharge Planning: Shall begin at time of initial assessment and be specified in the treatment goals and plan. CONTRACTOR should collaborate with other community-based organizations and natural resources to maximize discharge planning using the continuum of care model. CONTRACTOR shall conduct a final exit conference with the client, and to complete a discharge summary to be reviewed with the client.
- 4.3. Documenting Services: Each service listed below requires a progress note, which must meet medical necessity guidelines and meet Medi-Cal requirements as described by service and activity code. CONTRACTOR shall use the Placer County System of Care CARE Form 041 to ensure that Medi-Cal required elements are completed, regardless of whether the service is billable to Medi-Cal or a non-billable activity. Each note must include the Date of Service, Activity Code, Location of Service, and Duration (minutes) of Service. Progress notes should be computer generated. Documentation time shall be included as part of the service provided. Documentation must be completed at the time service is provided and should normally not exceed 10 minutes for every hour of service provided. Time used for Progress Note documentation shall be included in "duration of service" time recorded on Event Monitoring Slip, Progress Note and monthly invoice.

- 4.3.1. CONTRACTOR shall submit a copy of original documentation for each service provided with its monthly invoices. Documentation may include but not be limited to assessment, medical necessity form, client service plan, outpatient services treatment authorization request form, and progress notes.
- 4.3.2. **Assessment/Evaluation:** The assessment is a clinical analysis of the history and current status of the client's mental, emotional or behavioral functioning; appraisal of the client's community functioning in several areas including living situation, daily activities, social support systems, health status and diagnosis. Included in the assessment shall be any relevant physical health condition, presenting problems, mental status exam, special risk factors, medication history, allergies and history of adverse reactions to medications, mental health treatment history, pre-natal and perinatal events, developmental history, a five axis diagnosis, client strengths.
- 4.3.3. **Plan Development:** This activity would be utilized during the treatment planning that must occur after the assessment is completed and/or when completing an Outpatient Services Treatment Authorization Request form. When used to develop a client plan, documentation should include: Diagnosis, psychiatric symptoms present and in what context, observable and measurable treatment goals to be addressed in therapy and planned, clinically appropriate strategies for treatment. When used in preparation of the Outpatient Services Treatment Request Form, documentation should include presenting problems, strategies employed during treatment, current status of psychiatric symptoms or change in status that represents a critical need for this service and meets medical necessity guidelines, and what additional treatment is necessary.
- 4.3.4. **Therapy – Individual/Group:** A service activity that is a therapeutic intervention which focuses primarily on symptom reduction as a means to improve functional impairments.
- a. All progress notes shall contain a description of attempted intervention and/or what was accomplished by the client, family (when applicable) and CONTRACTOR toward treatment goals or necessary interventions at the time service was delivered and a description of any changes in client's level of functioning. The notes must reflect any significant new information or changes as they may occur and a follow-up plan.
  - b. A group progress note must be written for each client attending the group session, with the goal for each group clearly articulated, and the client's individualized response to the group interventions documented. The group progress note formula must be clearly indicated on every group note, with the correct calculations conducted. Additionally, CONTRACTOR shall list all clients attending the group session on the Event Monitoring Form each time a group session is held, identifying the clients, the group service by activity code, date of service and length of group in minute increments, including documentation time.
- 4.3.5. **Rehabilitation and Case Management/Brokerage:** A progress note must be written for each Rehabilitation or Case Management/Brokerage contact and shall contain date of service, activity code, location of service, duration (minutes) of service and a description of what was accomplished by the client and/or staff. The note must reflect any new significant information or changes as they may occur.

4.4. Required Program Documentation and Performance Measurement:

- 4.4.1. CONTRACTOR shall submit annual quality improvement plans and quarterly outcome reports.
- 4.4.2. CONTRACTOR performance shall be measured by collection of data regarding client progress, client satisfaction, intakes and discharges, and other relevant outcome data as collected and reported by CONTRACTOR.

- 4.4.3. CONTRACTOR shall complete the applicable Outcome Screening Form (CARE 10–Adult/CARE 11–Child) after the initial assessment and at designated times during the therapeutic process. This shall provide data on people served in the program. Data shall also be used for making decisions on program management, budgeting, and service delivery over the term of the resulting Agreement. Data collected from this screening tool shall be compiled and analyzed throughout the year. Copies of the completed forms shall be sent to the Contract Administrator on not less than a quarterly basis.
- 4.4.4. CONTRACTOR shall track the number and type of complaints received during the year by their agency for review by their staff and COUNTY CSOC.
- 4.4.5. CONTRACTOR shall track the time between the receipt of the request for services and when services have commenced and shall provide this to COUNTY in the quarterly outcome report.
5. **Program Coordination** – Coordination of agency services, county run services, placement finding, reporting statistics to COUNTY.
6. **Resource Family Care Liaison** – Employee with Resource Family care and adoption experience offering in home support and advocacy to resource parents and act as a liaison between social work staff, county staff, and therapeutic services. This mentorship will provide resource families with the opportunity to learn, grow, and form appropriate expectations related to clients and services.
7. **Traditional Placement Resource Family Care** – To support concurrent planning, CONTRACTOR utilizes homes certified for Resource Family care and approved for adoption in its traditional Resource Family care placement model. CONTRACTOR will recruit and provide oversight for traditional Resource Family care placement homes.
- 7.1. Through specially trained therapeutic Resource Family homes, CONTRACTOR provides for the care, supervision and treatment of clients placed with the agency that have specialized needs which require ongoing therapeutic services. Comprehensive treatment services are provided to all clients, with a specialized treatment plan developed for their individualized needs and those of their families, when applicable.
- 7.2. CONTRACTOR'S services will be provided through the enlistment of treatment Resource Family parents who have been specifically trained to care for special-needs clients. CONTRACTOR views their certified homes not only as Resource Family homes, but as the primary center of intervention for clients in their care, and they seek to integrate rather than substitute treatment services provided outside the home. They do not function independently but perform tasks which are central to the treatment process in a manner consistent with the client's treatment plan and the decisions of the treatment team. CONTRACTOR also utilizes a custom database as a tracking system to maintain comprehensive treatment plans and track related information, such as due dates for medical and dental exams, quarterly reports, court dates, etc. This system minimizes administrative paperwork burdens and utilizes staff expertise in more clinically-oriented areas.
- 7.3. The overall program shall feature a maximum caseload of 18 clients per social worker, unless treatment requirements dictate a lesser caseload. To assure high-quality homes, meticulous selection of treatment Resource Family parents shall be practiced and combined with specialized training, and frequent and consistent interaction between treatment Resource Family parent, social worker and other professional treatment staff. Within funding allotments and resources, extensive use shall be made of other licensed personnel for in-depth assessments and psychotherapy. Programs shall be oriented toward temporary and long-term placements, reunification, permanency and developing independent living (emancipation) skills.
8. **Respite Care** – CONTRACTOR shall develop a network of respite care providers through its ongoing recruitment efforts, in addition to identifying its currently certified homes that are open to providing respite care. Respite Care will be available for children and youth who are adjudicated through the Dependency and Delinquency Court Systems and for youth who may not be wards of the state, but

who may be identified by Children's System of Care's (CSOC) clinical staff as being at risk of out-of-home placement and in need of short-term out-of-home care for up to 48 hours.

8.1. Respite Care services are intended to be preventative and diversionary in nature. Youth and children who are in the care of the COUNTY, as well as youth who may be non-adjudicated, are placed with Respite Care providers for up to 48 hours.

8.2. CONTRACTOR will develop a network of Respite Care providers through its expansive recruitment efforts.

8.2.1. The certification, initial and ongoing training process for respite care providers will be the same as is provided for all CONTRACTOR'S certified homes.

8.2.2. CONTRACTOR'S network of Respite Care providers will be administered through its COUNTY office, located in Loomis, Ca.

9. **General Deliverables:**

9.1. CONTRACTOR shall provide orientation and training to all new program staff regarding all outreach, intake and service components of the program

9.2. CONTRACTOR shall develop program outreach materials.

9.3. CONTRACTOR shall engage community partners in planning and implementation process.

9.4. CONTRACTOR shall participate in outreach and engagement in the recruitment of Resource Family care and respite providers.

9.5. CONTRACTOR shall provide initial and ongoing training to Resource Family care and respite providers.

9.6. CONTRACTOR'S response time to emergency Resource Family care placement requests from the COUNTY is expected to be within 20 minutes or less. CONTRACTOR'S on-call social worker is expected to confirm which home best meets the needs of the specific child(ren) within 2 hours of placement request from the COUNTY.

9.7. CONTRACTOR shall provide a minimum of bi-monthly trainings for caregivers on topics specific to youth in Resource Family care, including trauma focused care, behavior management and permanency planning, instruction on cultural competency and sensitivity and related best practices for providing adequate care for children across diverse ethnic and racial backgrounds, special populations, as well as children identifying as lesbian, gay, bisexual, or transgender.

9.8. CONTRACTOR and CONTRACTOR'S resource parents will provide transportation to and from school, and other appointments, such as: mandated visitation, doctors' appointments, etc., as needed.

9.9. CONTRACTOR shall provide program evaluation and review, including, but not limited to:

9.9.1. Number and demographics of clients served

9.9.2. Types and amounts of services provided

9.9.3. Number and details of community resources identified

9.9.4. Number and details of outreach events/individual contacts for recruitment

**PAYMENT PROVISIONS**

This is a cost reimbursement contract. CONTRACTOR will be reimbursed based on its actual cost, in accordance with the Budget below, and subject to other limitations and specifics contained in this Agreement and at law.

This payment provision is subject to modification with written approval of the County Contract Administrator and the Revenue and Budget Manager, not to exceed the total payment indicated in Section 3 of the main Agreement and limited to moving identified funding amounts between lines.

This contract is reimbursed with funds from the CEC/Cash Claim.

**Budget:**

	Salary	FTE	COST
<b>Salaries FY2021-22</b>			
Director	\$80,000	0.5	\$40,000
MH Head of Services	\$80,000	0.25	\$20,000
RP Liaison	\$62,400	0.5	\$31,200
Program Coodinator	\$62,400	1	\$62,400
RPC/Recruitment	\$43,000	1	\$43,000
Transportation staff	\$46,000	2	\$92,000
Case Management/KSW	\$62,400	1	\$62,400
STRTP Admin Assistant/Direct Care Staff/Billing	\$40,000	7	\$280,000
STRTP Exempt staff	\$62,400	1	\$62,400
Subtotal Salaries FY2021-22			\$693,400
<b>Salaries FY2022-23</b>			
Director	\$80,000	0.5	\$40,000
MH Head of Services	\$80,000	0.25	\$20,000
RP Liaison	\$62,400	0.5	\$31,200
Program Coodinator	\$62,400	1	\$62,400
RPC/Recruitment	\$43,000	1	\$43,000
Transportation staff	\$46,000	2	\$92,000
Case Management/KSW	\$62,400	1	\$62,400
STRTP Admin Assistant/Direct Care Staff/Billing	\$40,000	7	\$280,000
STRTP Exempt staff	\$62,400	1	\$62,400
Subtotal Salaries FY2022-23			\$693,400
<b>Benefits FY2021-22</b>			
Benefits (Medical/Dental/PTO)			\$332,832
Total Salaries/Benefits			\$1,026,232
<b>Benefits FY2022-23</b>			
Benefits (Medical/Dental/PTO)			\$332,832
Total Salaries/Benefits			\$1,026,232

Parent Reserves/ Respite FY2021-22			\$85,000
Parent Reserves/ Respite FY2022-23			\$85,000
<b>Program Expenses FY2021-22</b>			
Mileage reimbursement to PRP			\$5,000
Office supplies			\$0
Recruitment			\$10,000
Insurance			\$0
Mileage reimbursement/staff			\$0
Total Program expenses			\$15,000
<b>Program Expenses FY2022-23</b>			
Mileage reimbursement to PRP			\$5,000
Office supplies			\$0
Recruitment			\$10,000
Insurance			\$0
Mileage reimbursement/staff			\$0
Total Program expenses			\$15,000
Overhead FY2021-22			\$112,623
Overhead FY2022-23			\$112,623
TOTAL COST FY2021-22			\$1,238,855
TOTAL COST FY2022-23			\$1,238,855
TOTAL COST			\$2,477,710

**SAMPLE INVOICE**

**PLEASE DESCRIBE CHARGES BELOW OR ATTACH DOCUMENTATION**

INVOICE NUMBER: \_\_\_\_\_ (unique number)

VENDOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE & ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE NUMBER: (\_\_\_\_\_) \_\_\_\_\_

DATE(S) OF SERVICE	ITEM DESCRIPTION	AMOUNT CLAIMED
<b>TOTAL AMOUNT REQUESTED:</b>		

Submitted by:

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

For County Use Only: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Fiscal Coding: \_\_\_\_\_

**PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS**

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII evidencing all coverages, limits, and endorsements listed below:

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the COUNTY or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

2. **INSURANCE:**

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

3. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".



Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONTRACTOR.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
  - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One million dollars (\$1,000,000) for Products-Completed Operations
  - Two million dollars (\$2,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) aggregate for Products Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

- (2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of polices be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than (\$1,000,000).

If CONTRACTOR sub-contracts in support of CONTRACTOR'S work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub-contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the CONTRACTOR shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

8. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR'S insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR'S Obligations - CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

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**Reporting Exhibit**

CONTRACTOR agrees to provide COUNTY with reports that may be required by County, State or Federal agencies for compliance with this Agreement including and not limited to:

1. CONTRACTOR shall submit quarterly status reports and a final annual report to COUNTY which reflect progress made in implementing the services and achieving any outcomes set forth in the Scope of Services exhibit, and to assure CONTRACTOR'S compliance with contract terms. Said annual report shall be submitted by August 31 for the preceding fiscal year.
2. CONTRACTOR shall make annual client outcome information available to COUNTY within 60 days of fiscal year end. Outcome data will be based upon the full array of services provided and how those services advanced the functional improvement of the client. Functional improvement will be measured by the disposition of the client at discharge.

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**HIPAA BUSINESS ASSOCIATE AGREEMENT-ADDENDUM**

**Whereas** "COUNTY/Covered Entity" ("CE") wishes to disclose certain information to "CONTRACTOR/Business Associate" ("BA") pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below), and

**Whereas** CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("the HIPAA Regulations") and other applicable laws, and

**Whereas** BA shall comply with the Business Associate Provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act (Section 13001 of Public Law 111-5, the HITECH Act regulations located in 45 CFR 160 & 164), including but not limited to Title 42, United States Code, Section 1320d et seq. and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (CFR), Parts 160, 162, and 164), and

**Whereas** BA shall comply with the State of California regulations regarding the reporting of unauthorized releases of protected health information (PHI). The regulations are found in: Health and Safety Code Sections 1280.15, and Section 1280.18; and Civil Code Section 56.05, and

**Whereas** as part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum, and

**Whereas** CE will make available and/or be transferring to BA certain information, in conjunction with goods and services to be provided by BA as outlined in the Contract, that is confidential and must be afforded special treatment and protection, and

**Whereas** BA will have access to and/or receive from CE certain information that can be used or disclosed only in accordance with this Business Associate Agreement-Addendum and the HHS privacy regulations, and

**Whereas** BA does hereby assure CE that BA will appropriately safeguard protected health information made available to BA, in implementation of such assurance and without otherwise limiting the obligations of BA as set forth in the Contract.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, **COUNTY/Covered Entity and CONTRACTOR/Business Associate agree as follows:**

**1. DEFINITIONS**

The following terms shall have the meaning ascribed to them in this section. Other terms shall have the meaning ascribed to them in the context in which they first appear.

- 1.1 **CONTRACT** - shall refer to the separate agreement between CE and BA of which this agreement is an Addendum and Exhibit to.
- 1.2 **BREACH** - shall have the meaning given to such term under HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- 1.3 **BREACH NOTIFICATION RULE** - shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.

- 1.4 BUSINESS ASSOCIATE - shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- 1.5 COVERED ENTITY - shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- 1.6 COUNTY - shall mean the entity providing/making available the information.
- 1.7 DATA AGGREGATION - shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- 1.8 DESIGNATED RECORD SET - shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- 1.9 ELECTRONIC PROTECTED HEALTH INFORMATION - means Protected Health Information that is maintained in or transmitted by electronic media.
- 1.10 ELECTRONIC HEALTH RECORD - shall have the meaning given to such term in the HITECH Act, including, but not limited to 42 U.S.C. Section 17921.
- 1.11 HEALTH CARE OPERATIONS - shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. Section 164.501.
- 1.12 INDIVIDUAL - shall mean any person/client/patient who is the subject of the information, is a third-party beneficiary to this Business Associate Agreement - Addendum, and has the same meaning as the term "individual" as defined by 45 CFR 164.501.
- 1.13 INFORMATION - shall mean any "health information" provided to and/or made available by COUNTY to CONTRACTOR, and has the same meaning as the term "health information" as defined by 45 CFR 160.102.
- 1.14 PARTIES - shall mean COUNTY/Covered Entity and CONTRACTOR/Business Associate.
- 1.15 PRIVACY RULE - shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- 1.16 PROTECTED HEALTH INFORMATION or PHI - means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- 1.17 PROTECTED INFORMATION - shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.
- 1.18 SECRETARY - shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.
- 1.19 SECURITY INCIDENT - shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- 1.20 SECURITY RULE - shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- 1.21 UNSECURED PHI - shall have the meaning given to such term under the HITECH ACT and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

## 2. TERM

The term of this agreement shall expire when all of the information provided by CE to BA is destroyed or returned to CE pursuant to the remaining Contract provisions. BA agrees to return or destroy all information received or created by BA on behalf of CE and agrees not to retain any copies of information after termination of the Contract. If BA elects to destroy some or all of the information retained, it shall certify to CE that the information has been destroyed. This provision survives termination of the Contract.

## 3. OBLIGATIONS OF CONTRACTOR/BUSINESS ASSOCIATE

The HIPAA Business Associate Agreement (BAA) is required for all contracts in which an individual's protected health information is included in the contract between CE (a covered entity for HIPAA purposes) and a private individual or private business entity (Business Associate for HIPAA purposes). The purpose of the HIPAA Business Agreement is to ensure that the BA, during the performance of its contractual obligations with CE, protects the health information of individuals in accordance with State and Federal regulations.

- 3.1 **Permitted Uses.** BA shall use Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2) and 164.504(e)(4)(i)].
- 3.2 **Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv), for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with the Notification of Possible Breach requirements set forth in this Addendum (subparagraph 3.12), to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].
- 3.3. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Contract and Addendum, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operation purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- 3.4 **Appropriate Safeguards.** BA shall implement appropriate safeguards to prevent the use or disclosure of Protected Information other than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards in accordance with

the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the Security rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

- 3.5 **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such Protected Information and implement the safeguards required by paragraph 3.4 above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)] BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation [45 C.F.R. Sections 164.530(f) and 164.530(e)(1)].
- 3.6 **Access to Protected Information.** If BA maintains a designated record set on behalf of CE, BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within five (5) days of a request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.
- 3.7 **Amendment of PHI.** If BA maintains a designated record set on behalf of CE, within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- 3.8 **Accounting Disclosures.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures which would allow CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BA or its agents or subcontractors, BA shall within five (5) days of the request forward it to CE in writing.
- 3.9 **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(A)(2)(ii)(I)]. BA shall provide CE a copy



of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

- 3.10 **Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)] BA understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”
- 3.11 **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- 3.12 **Notification of Possible Breach.** BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Contract or Addendum; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in and information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited to, 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(c); 45 C.F.R. Section 164.308(b)].
- 3.13 **Breach Pattern or Practice by Business Associate’s Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent’s obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent’s obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- 3.14 **Audits, Inspection and Enforcement.** Within ten (10) days of a request by CE, BA and its agents and subcontractors shall allow CE or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum or maintains adequate security safeguards; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing, and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA’s facilities, systems, books, records, agreements, policies, and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE’s (i) failure to detect or (ii) detection, but failure to notify BA or require BA’s remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE’s enforcement rights under the Contract or Addendum. BA shall notify CE within five (5) days of learning that BA has become the subject of

an audit, compliance review, or complaint investigation by the Office of Civil Rights or other state or federal government entity.

#### **4. HIPAA COMPLIANCE PLAN REQUIREMENT**

In order to ensure that the BA complies with Federal and State regulations regarding protected health information, the BA shall submit a "HIPAA Compliance Plan" to the CE describing:

- 4.1 The training of staff and any subcontractors regarding HIPAA and State regulations.
- 4.2 A process for tracking the training of staff and subcontractors.
- 4.3 A process for staff and subcontractors to report any breaches of protected health information. This shall include employee disciplinary procedures for employees who violate HIPAA guidelines, and whistle blower protection for staff reporting breaches.
- 4.4 A description of how the BA plans to secure and safeguard electronically stored health information. This shall include at a minimum, descriptions of passwords, encryption, and any other technology designed to prevent unauthorized access to protected health information.
- 4.5 A process for reviewing security measures and identifying areas of potential risk for a breach, a plan for mitigating identified risks, and assurance that such risk evaluation shall be conducted annually.

#### **5. DATA AGGREGATION SERVICES**

BA is also permitted to use or disclose information to provide data aggregation services as that term is defined by 45 CFR 164.501, relating to the health care operations of CE.

#### **6. TERMINATION**

A breach by BA of any provision of this Addendum, as determined by CE shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)]. CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has joined. Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of this Addendum to such information, and limit further use and disclosure of such PHI to those persons that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

#### **7. ADDITIONAL BREACH GROUNDS**

Any non-compliance by BA with the provisions of this Business Associate Agreement Addendum or the HHS privacy regulations will automatically be considered grounds for breach if BA knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.

#### **8. INJUNCTIVE RELIEF**

Notwithstanding any rights or remedies provided for in the Contract, CE retains all rights to seek injunctive relief to prevent or stop unauthorized use or disclosure of information by BA or any agent, subcontractor or third party recipient of information from BA.

#### **9. AMENDMENTS**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to

ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of the amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

#### **10. DISCLAIMER**

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

#### **11. LITIGATION OR ADMINISTRATIVE PROCEEDINGS**

BA shall notify CE within forty-eight (48) hours of any litigation or administrative proceedings commenced against BA or its agents or subcontractors. In addition, BA shall make itself, and any subcontractors, employees and agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its supervisors, directors, officers, managers or employees based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or other state or federal laws relating to security and privacy, except where the BA or its subcontractors, employees or agents are a named adverse parties.

#### **12. NO THIRD PARTY BENEFICIARIES**

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

#### **13. EFFECT ON CONTRACT**

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

#### **14. INTERPRETATION**

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy.

#### **15. SOFTWARE SECURITY**

If applicable, BA warrants that software security features will be compatible with the CE's HIPAA compliance requirements.

This HIPAA Business Associate Agreement-Addendum shall supersede any prior HIPAA Business Associate Agreements between CE and BA.

**Federally Funded Contracts**

COUNTY will inform CONTRACTOR of any changes related to funding sources in this agreement as a result of COUNTY's Quarterly funding reviews. If changes are needed to reflect updated Federal Funding, this Exhibit is subject to modification with written approval of the County Contract Administrator and the Revenue and Budget Manager and CONTRACTOR will receive the updated Exhibit.

1. **SINGLE AUDIT OF FEDERAL FUNDS:** CONTRACTOR acknowledges that this Agreement is funded in whole or in part with federal funds. Local governments and non-profit organizations that expend a combined total of more than \$750,000 in federal financial assistance (from all sources including CFDA Program Name CWS TANF) in any fiscal year must have a single audit for that year. CONTRACTOR agrees to provide a copy of the Single Audit report and/or other types of required audit reports, within the earlier of 30 days after receipt of the report or nine months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the COUNTY with approval from the cognizant or oversight agency. The report(s) shall be submitted to the address below:

Placer County Health and Human Services  
Attn: HHS Internal Audit  
3091 County Center Drive, Suite 290  
Auburn, CA 95603

2. **FEDERAL AWARD IDENTIFICATION:**

Subgrantee Name: Koinonia Foster Homes, Inc.  
Subgrantee DUNS Number: 144593183  
Federal Award Identification Number (FAIN): 2101CATANF  
Federal Funds Obligated to the Subgrantee under this Agreement: \$ \_\_\_\_\_  
Federal Awarding Agency: Department of Health and Human Services (HHS)  
Pass Through Entity: County of Placer, Health and Human Services Department  
Catalog of Federal Domestic Assistance (CFDA) Name: CWS TANF  
CFDA Number: 93.558  
Research and Development Grant: No (Formula Grant)  
Indirect Cost Rate: 10%

Should the Subgrantee be determined to be a Subrecipient, pursuant to the criteria of 2 CFR Part 200 (the "Uniform Guidance"), the Subrecipient shall be subject to the Subrecipient Monitoring requirements outlined in the Uniform Guidance. Per 2 CFR Section 200.331, all pass-through entities must ensure that every sub-award is clearly identified to the subgrantee as a sub-award. As part of the Subrecipient Monitoring requirements, additional information will be provided to CONTRACTOR at the time of the of the subaward or when modified. Authorized Federal, State and County representatives shall have the right to monitor and evaluate the Subrecipient's administrative, fiscal and program performance pursuant to this Agreement. The Subrecipient agrees to cooperate with monitoring and evaluation processes and will make any administrative program and fiscal staff available during scheduled monitoring processes including but not limited to administrative processes, policies, procedures and procurement, audits, inspections of project premises, and interviews of project staff and participants.

**Certification Regarding Lobbying**

**CERTIFICATION REGARDING LOBBYING AND DISCLOSURE OF LOBBYING ACTIVITIES:**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Koinonia Foster Homes, Inc.

\_\_\_\_\_  
Name of Contractor

HHS000242

\_\_\_\_\_  
Contract/Grant Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Person Signing for Contractor

\_\_\_\_\_  
Signature of Person Signing for Contractor

\_\_\_\_\_  
Title

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB 0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p>b. initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p>b. material change</p> <p>For Material Change Only:</p> <p>Year _____ quarter _____</p> <p>date of last report _____</p>	
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime      <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known:</p> <p>Congressional District, If known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>		
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>		
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>		
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p>		
	<p>Print Name: _____</p>		
	<p>Title: _____</p>		
	<p>Telephone No.: _____ Date: _____</p>		
<p><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**ASSURANCE OF COMPLIANCE AGREEMENT  
NONDISCRIMINATION IN STATE AND FEDERALLY-ASSISTED PROGRAMS**  
(Per CDSS All County Information Notice No. I-44-00)

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In accordance with the California Department of Social Services (CDSS), all contractors providing services funded through CDSS are required to comply with the requirements of CDSS Manual of Policies and Procedures, Division 21. CONTRACTOR shall, concurrent with this Agreement, execute and comply with all requirements contained herein. CONTRACTOR and CONTRACT ADMINISTRATOR shall, with oversight from the COUNTY Civil Rights Coordinator, develop and implement a plan to allow COUNTY to monitor CONTRACTOR'S non-discrimination and civil rights policies and procedures, as required by CDSS. Monitoring shall include, but is not limited to: accommodation of individuals with hearing impairments, visual impairments and other disabilities; appropriate language services, including bilingual interpreters available to provide services and how written information is effectively communicated to non-English-speaking and limited-English-proficient individuals; adequate CONTRACTOR staff training in the civil rights and cultural awareness requirements of Division 21; and procedures on informing participants of their civil rights.

CONTRACTOR hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code, Section 11135-11139.5, as amended; California Government Code, Section 12940(c), (h)(1), (i), and (j); California Government Code, Section 4450; 2 CCR §11140 – 11200; the Dymally-Alatorre Bilingual Services Act; Section 1808 of the Removal of Barriers to Inter Ethnic Adoption Act of 1996, and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of age, sex, color, disability, national origin, race, marital status, religion or political affiliation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby gives assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the CONTRACTOR hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting this assurance, the CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.