



County of Santa Cruz

HUMAN RESOURCES AGENCY

Cecilia Espinola, Administrator
1000 Emeline Avenue, Santa Cruz, CA 95060
(83 1) 454-4130 or 454-4045 FAX: (83 1) 454-4642

June 13, 2001

AGENDA: June 26, 2001

BOARD OF SUPERVISORS
county of Santa Cruz
701 Ocean Street
Santa Cruz, CA. 95060

APPROVAL OF AGREEMENT WITH CALIFORNIA DEPARTMENT OF SOCIAL SERVICES FOR LICENSING OF FOSTER FAMILY HOMES AND FAMILY DAY CARE HOMES

Dear Members of the Board:

As you know, the Human Resources Agency (HRA) has performed the State licensing function for Foster Family Homes and Family Day Care Homes in our community for more than eleven years. Without the local provision of this service, individuals and families who wished to provide foster homes or child care would be required to travel to the nearest State office in Santa Clara County to complete the licensing process. In order to continue to provide this important community service, HRA must enter into an agreement with the California Department of Social Services (CDSS) to perform these licensing functions. This Agreement is also required to receive the State allocation, which funds 100% of these activities. The current Agreement expires on June 30, 2001.

As required by CDSS, we have prepared a resolution indicating your Board's desire to authorize the HRA Administrator to enter into and sign an Agreement with the State on behalf of the County, to perform these two essential functions. The Agreement is on file with the Clerk of the Board and following your Board's approval, will be in effect from July 1, 2001 through June 30, 2004. There is no net County cost associated with approval of this agreement.

IT IS THEREFORE RECOMMENDED that your Board adopt the attached resolution authorizing the Human Resources Administrator to enter into and sign a Standard Agreement with the California Department of Social Services, to provide licensing of Foster Family Homes and Family Day Care Homes.

Very truly yours,

CECILIA ESPINOLA
Administrator

BOARD OF SUPERVISORS

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Agenda: June 26, 2001

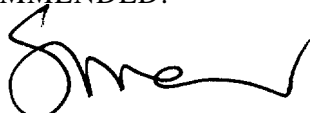
Approval of Agreement for licensing of Foster Family Homes and Family Day Care Homes

Attachments:

Resolution Authorizing Approval of Agreement with the State of California
Standard Agreement

CEUH

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

CC: County Administrative Office
HRA-Fiscal
Auditor-Controller
County Counsel

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

0201

RESOLUTION NO.

On the motion of Supervisor
duly seconded by Supervisor
the following resolution is adopted.

RESOLUTION AUTHORIZING APPROVAL OF AN AGREEMENT WITH THE STATE OF
CALIFORNIA TO LICENSE FOSTER FAMILY HOMES AND DAY CARE HOMES EFFECTIVE
JULY 1, 2001 THROUGH JUNE 30, 2004

WHEREAS, the County of Santa Cruz enters into an Agreement with the California Department of Social Services every three years to provide licensing of Foster Family Homes and Family Day Care Homes; and

WHEREAS, the current Agreement expires June 30, 2001; and

WHEREAS, the California Department of Social Services has developed an Agreement effective July 1, 2001 through June 30, 2004 authorizing the County to perform these licensing functions; and

WHEREAS, the County of Santa Cruz desires to continue to provide these services to the Community;

NOW, THEREFORE BE IT RESOLVED AND ORDERED that the Human Resources Agency Administrator is authorized to enter into and sign the attached Standard Agreement #L11010 to perform State licensing functions respective to Foster Family Homes and Family Day Care Homes which are located within the geographical areas of the County, and forward the Agreement to the California Department of Social Services.

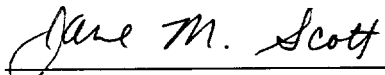
PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 26th day of June, 2001 by the following vote:

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSENT: SUPERVISORS
ABSTAIN: SUPERVISORS

Tony Campos, Chairman
Board of Supervisors

ATTEST: _____
Clerk of the Board

APPROVED AS TO FORM:



County Counsel

DISTRIBUTION: California Department of Social Services
County Administrative Officer
Auditor-Controller

County Counsel
Human Resources Agency

AGREEMENTNUMBER	AMENDMENTNUMBER
L11010	

1. This Agreement is entered into between the State Agency and the Contractor named below
STATE AGENCY'S NAME
California Department of Social Services
CONTRACTOR'S NAME
Santa Cruz County Human Resources Agency
2. The term of this Agreement is: July 1, 2001 Through June 30, 2004
3. The maximum amount of this Agreement is: \$ 0.00
Zero and 00/100 Dollars
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work	6	Page(s)
Exhibit B – Budget Detail and Payment Provision	2	Page(s)
* Exhibit C – General Terms and Conditions	<u>GTC20</u> (Number)	<u>212010 1</u> (Dated)
Exhibit D – Special Terms and Conditions	1	Page(s)

*View at www.dgs.ca.gov/contracts

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

CONTRACTOR		CALIFORNIA Department of General Services use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Santa Cruz County Human Resources Agency		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Cecelia Espinola, Administrator of Human Resources		
ADDRESS P. O. Box 1320 Santa Cruz, CA 95061		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Social Services		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING John E. Ayson, Chief, Contracts Bureau		
ADDRESS 744 P Street, M.S. 7-747, Sacramento, CA 95814		
<input type="checkbox"/> Exempt per _____		

EXHIBIT A
(Standard Agreement)

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SCOPE OF WORK

- A. **DEFINITION:** Regional Office" is defined to mean the CDSS' Community Care Licensing Division's (CCLD) office responsible for community care licensing throughout the region in which Santa Cruz County is geographically located.

B. **CONTRACTOR RESPONSIBILITIES**

1. Contractor **agrees** that the Contractor pursuant to the California Health and Safety Code Section 1596.82 is established as the entity responsible for performing CDSS' Family Child Care Home (FCCH) licensing function within Santa Cruz County.
2. Contractor agrees to implement, enforce, and comply with all California State laws, rules, regulations, standards, and policies pertaining to the licensing of FCCHs pursuant to the:
 - a. California Code of Regulations (CCR) Title 22, Division 12, Chapter 3;
 - b. California Health and Safety Code, California Child Day Care Act; and
 - c. CDSS' CCLD Evaluator Manual.
3. Contractor agrees that staffing in its Licensing Program will be at a level consistent with the allocation and the current workload standard for full-time employees as specified in CDSS' County Fiscal Letter annually issued upon the release of the State Budget Act.
4. Contractor agrees that CDSS may inspect, review or otherwise monitor all activities, procedures, records, reports or forms related to Contractor's FCCH licensing activities.

5. **CDSS' CCLD Evaluator Manual**

Contractor agrees to:

- a. Ensure that CDSS-issued Evaluator Manuals are kept current and that all licensing memoranda, including a copy of this Agreement, are immediately provided to licensing staff.
- b. Not implement policies and procedures of its own which conflict with or in any way supersede CDSS' CCLD Evaluator Manual or any CDSS-issued written policy and protocol directives.
- c. Perform the following CDSS' CCLD Evaluator Manual mandatory program activities:
 - 1) Process applications for licensure including on-site visits.
 - 2) Conduct periodic evaluations, including on-site and caseload management visits.
 - 3) Conduct triennial visits.

EXHIBIT A
(Standard Agreement)

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- 4) Conduct complaint investigations as specified in CDSS's CCLD Evaluator Manual:
 - a) Except as otherwise allowed in CDSS' CCLD Evaluator Manual, an on-site visit shall be made within ten calendar days in response to any complaint;
and
 - b) Investigations shall include, but not be limited to, interviews of victims, suspects, and witnesses whenever necessary to establish if licensing violations have occurred.
- 5) Use the State LIC 809, "Facility Evaluation Report", and/or 9099, "Complaint Investigation Report", to document all facility visits.
- 6) Maintain a complaint log which shall be available for review by CDSS' CCLD Regional Office, and which shall contain the following information for each complaint:
 - a) Identity of the facility involved;
 - b) Complaint allegations;
 - c) Date complaint received;
 - d) Identity of Contractor's investigator;
 - e) Date complaint referred to Contractors Investigation Unit, if applicable;
 - f) Date mandatory ten-day facility site visit due;
 - g) Date site visit made;
 - h) Resolution of each complaint allegation;
 - i) Note that further investigation is required if the complaint cannot be resolved within 30 days after the initial site visit; and
 - j) Date complaint investigation is reviewed and approved by Contractor Licensing Supervisor.
- 7) Perform a case assessment and initiate the appropriate course of action when:
 - a) A complaint is substantiated;
 - b) The licensee of a FCCH chronically fails to meet licensing requirements; or
 - c) When the licensee is otherwise found to be non-compliant.
- 8) Seek legal and administrative remedies which include, but **are** not limited to:
 - a) Completing the Statement of Facts package, with all documentation; and
 - b) Submitting the case with the Contractor's recommendation to CDSS' CCLD Regional Office.

EXHIBIT A
(Standard Agreement)

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- 9) Perform other activities including, but not limited to:
- a) Participating in meetings and periodic Contractor reviews with CDSS' CCLD Regional Office staff;
 - b) Cooperating in corrective plans of action; compilation, review, and reporting data required for CDSS and local data systems; and
 - c) Training of licensing staff in the operation of the licensing program.

6. Investiaations

- a. Contractor agrees to conduct investigations and provide documentation as CDSS deems necessary in support of legal actions to be taken by CDSS to sustain the denial of licenses and/or to gather evidence in support of any action referred to CDSS to revoke or temporarily suspend any license. This includes, but is not limited to:
 - 1) Assistance. upon reasonable notice, in serving subpoenas upon witnesses;
 - 2) Transporting witnesses to the hearing location; and
 - 3) Providing assistance for any litigation in which CDSS is a party involving a FCCH licensed by the Contractor.
- b. Contractor agrees to carry out the written determination made by CDSS in any matter regarding the issue, denial or revocation of a FCCH license.
- c. Contractor agrees that all protocols and procedures developed by the Contractor for identifying problems FCCHs and for investigating complaints shall:
 - 1) Meet the requirements of Section B, Contractor Responsibilities, Paragraph 2, Sub-paragraphs a., b., and c.;
 - 2) Be approved in advance by CDSS' CCLD Regional Office; and
 - 3) Any subsequent changes to original protocols shall first be approved by CDSS' CCLD Regional Office.

7. Training

- a. Contractor agrees to ensure that all Contractor's licensing field staff shall annually attend 16 hours of training provided by CDSS-CCLD. Times and locations for the training shall be agreed upon by CDSS and Contractor.
- b. Contractor agrees to ensure that in addition to the 16 hours of annual training all Contractor's new licensing field staff shall complete the regional CDSS-CCLD 24-hour mini-academy training. The 24-hour mini-academy training shall be completed within two years of the effective date of this Agreement or within 24 months after employment, whichever is later. Times and locations for the training shall be agreed upon by CDSS and Contractor.

EXHIBIT A
(Standard Agreement)

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- c. Contractor agrees that to be in compliance with Health and Safety Code Section 1596.87(a) through (c), Contractor shall:
- 1) Provide staff with 36 hours of training per year reflecting the unique needs of children. Training shall include:
 - a) regulation administration;
 - b) communication skills;
 - c) writing skills; and
 - d) human relations skills
 - 2) Provide new staff with comprehensive training which shall at a minimum include the:
 - a) administrative action process;
 - b) client populations;
 - c) conducting facility visits;
 - d) cultural awareness;
 - e) documentation skills;
 - f) facility operations;
 - g) human relations skills;
 - h) interviewing techniques;
 - i) investigation processes; and
 - j) regulation administration
 - 3) Training provided by either the County Liaison or other CCLD staff may be counted as meeting part of the 36-hour and/or new staff training requirements.
 - 4) Contractor agrees to provide at least 40 hours of pre-service training in child development or early childhood education to all new staff who have earned fewer than 16 semester units in child development or early childhood education from an accredited college.
- d. Contractor agrees to be responsible for ensuring that staff complete the mandated training; and, upon request, advise CDSS how the training requirements are being met.

**EXHIBIT A
(Standard Agreement)**

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8. Meetings

Contractor agrees to ensure that appropriate staff attend CDSS' CCLD sponsored regional FCCH licensing supervisor meetings at a time and location agreed upon by CDSS and Contractor.

C. CDSS RESPONSIBILITIES

1. CDSS agrees that the Contractor pursuant to the California Health and Safety Code Section 1596.82 is established as the entity responsible for performing CDSS' Family Child Care Home (FCCH) licensing function within Santa Cruz County.

2. Monitoring

- a. CDSS agrees to review, monitor and approve Contractor's fiscal expenditures to ensure compliance with this Agreement.
- b. CDSS agrees to monitor and evaluate Contractor's compliance with the terms of this Agreement and request modification(s) to this Agreement as appropriate.
- c. CDSS may periodically conduct system reviews and provide technical assistance when needed.

3. Training

CDSS agrees to provide a Regional Training Program for Contractor's FCCH licensing staff. The training program shall:

- a. Consist of 16 hours of training to be presented annually for all Contractor licensing field staff.
- b. Consist of one self-contained, 24-hour mini-academy module to be presented within two years of the effective date of this Agreement and on biannual basis thereafter.
- c. Consist of a selection of existing modules used by the CDSS' CCLD Central Training Unit to train CCLD field staff;
- d. Contain criteria deemed mandatory by CDSS' CCLD Deputy Director for all FCCH licensing analysts.
- e. Be presented by CDSS' CCLD Regional Office staff at times and locations agreed upon by CDSS and Contractor;
- f. Be provided to all of Contractor's FCCH licensing field staff.

4. Meetings

CDSS agrees to organize regional meetings for Contractor's FCCH licensing supervisors to be held at a minimum of every six months. The meetings shall include, but not be limited to:

- a. Updates and instructions on new legislation, regulations policies and procedures: and

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EXHIBIT A
(Standard Agreement)

- b. Technical assistance.

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

California Department of Social Services

Name: Victoria Cowan
Phone: (650) 266-8863

California Department of Social Services
Community Care Licensing Division
Region IV - Northern
744 P Street, MS 29-18
Sacramento, CA 95814

Santa Cruz County Human Resources Agency

Name: Cecelia Espinola
Phone: (831) 454-4045

Santa Cruz County
Human Resources Agency
P. O. Box 1320
Santa Cruz, CA 95061

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EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

- A. **AGREEMENT AMOUNT:** The maximum amount payable under this agreement shall not exceed the maximum amount of annual allocation specified through CDSS' Fiscal Letter (CFL) for Family Child Care Homes (FCCH) which is issued yearly upon the release of the annual State Budget Act. Final allocations, for specific State Fiscal Years, are subject to redistribution based on Contractor expenditure levels prior to the reversion of allocation surpluses to the General Fund,
- B. **LICENSE PROCESSING FEES:** Contractor agrees to be responsible for collecting the licensing processing fees. Contractor shall remit to CDSS in one check on a quarterly basis per CDSS' Evaluator Manual Reference Material Section 3-1400, Annual Visits/Fees. The check shall be sent to:

California Department of Social Services
COMMUNITY CARE LICENSING DIVISION
744 P Street, MS 14-67
Sacramento, CA 95814

- C. **INVOICING AND PAYMENT:** For services satisfactorily rendered and upon receipt and approval of County Expense Claims (CEC), CDSS agrees to reimburse the Contractor for actual expenditures incurred in accordance with the specifications of this Agreement and the annual CFL for FCCH.
1. Contractor agrees to submit only those actual administrative expenditures incurred while performing those activities needed to meet the requirements as specified in Exhibit A, Scope of Work.
 2. Contractor agrees to submit **CECs** for no more than the amount of CDSS' Allocation.
 3. **CECs** shall include the Agreement Number L11010 and Index Code 3813, and be submitted quarterly in arrears as specified in the CDSS' CFL defining how counties are to submit **CECs**.
 4. **CECs** not containing this information will be returned with a request for the inclusion of the Agreement number and/or Index Code.
- D. **STATE BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to contractor or to furnish any other considerations under this Agreement and contractor shall not be obligated to perform any provisions of this Agreement and contractor shall not be obligated to perform any provisions of this Agreement.
- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either: cancel this Agreement with no liability occurring to CDSS, or offer an Agreement amendment to the Contractor to reflect the reduced amount.
- E. **For Contract With Federal Funds**
1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

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EXHIBIT B
(Standard Agreement)

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. CDSS has the option to void the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

F. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

G. Review

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

EXHIBIT D
(Standard Agreement)

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SPECIAL TERMS AND CONDITIONS

A. DISPUTE PROVISIONS

1. If the Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's representative within fifteen (15) calendar days **after** the date of the action. The written dispute notice shall contain the following information:
 - a. the decision under dispute;
 - b. the reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
 - c. identification of all documents 2nd substance of all oral communication which support Contractor's position; and
 - d. the dollar amount in dispute, if applicable.
2. Upon receipt of the written dispute notice, the State program management will examine the matter and **issue 2 written** decision to the Contractor within fifteen (15) calendar days. The decision of he representative shall contain the following information:
 2. a description of the dispute;
 - b. a reference to pertinent contract provisions, if applicable;
 - c. a statement of the factual areas of agreement or disagreement; and
 - d. 2 statement of the representative's decision with supporting rationale.
3. The decision of the representative shall be final unless, within thirty (30) days from the date of receipt of the representative's decision, Contractor files with the California Department of Social Services a notice of appeal addressed to:

California Department of Social Services
744 P Street M.S. 7-747
Sacramento, CA 95814
Attention Chief, Contracts Bureau

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the representative's orders 2nd directions.

B. TERMINATION WITHOUT CAUSE

This Agreement may be terminated without cause by the State upon 30 days written notice to the contractor.

- C. **DEBARMENT AN3 SUSPENSION:** For federally funded agreements in the amount of \$25,000 or more, the Contractor agrees to certify that he/she and their principals are not debarred or suspended from federal financial assistance programs and activities. Contractor agrees to sign and return to COSS the "Certification regarding Debarment, Suspension, Ineligibility 2nd voluntary Exclusion-Lower Tier Transactions", If applicable, a copy of this form is being forwarded to the Contractor with this Agreement. (Executive Order 12549, 7 CFR part 3017, 45 CFR Part 76, and 44 CFR Part 17).
- D. **CERTIFICATION REGARDING LOBBYING:** For Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from CDSS to perform services, the Contractor agrees to sign and submit to CDSS the 'Certification Regarding Lobbying' form which is being forwarded to the Contractor with this Agreement. (Section 1352. Title 31 of the U.S. Code).

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ccc201

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (CC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted