

COUNTY OF KERN

DEPARTMENT OF HUMAN SERVICES

REQUEST FOR PROPOSAL

to provide Intensive Services Foster Care (ISFC)
program services to Kern County Resource Families.

DUE February 4, 2026

TIME Before 11:00 a.m.

COUNTY OF KERN

DEPARTMENT OF HUMAN SERVICES

**Request for Proposal to Provide:
INTENSIVE SERVICES FOSTER CARE (ISFC) PROGRAM SERVICES**

The County of Kern is seeking a qualified Contractor with a State approved Intensive Services Foster Care Program Statement to develop/provide ISFC program services to Kern County Resource Families.

Proposers are specifically directed not to contact any County personnel, other than the Contact Person indicated below, for any purpose related to this RFP. **Unauthorized contact of any County personnel may be cause for rejection of a vendor’s proposal.** All inquiries concerning this RFP should be directed to the following Contact Person:

Rositza Lopez
Kern County Department of Human Services
100 E. California Avenue
Bakersfield, CA 93307
Telephone (661) 334-3411
lopezros@kerndhs.com

Envelopes containing the Proposals are to be marked:

PROPOSAL: “Intensive Services Foster Care (ISFC)”

Projected Timetable

The following dates are set forth for information and planning purposes only. These dates may be changed by County upon notice to prospective proposers:

Issuance DateDecember 3, 2025
Pre-Proposal MeetingJanuary 7, 2026 at 10:00 a.m.
Proposal Due Date February 4, 2026
Proposal Due Time Before 11:00 a.m.

Postmark date will not constitute timely delivery. Responses received after the above time **will not** be considered. Proposers are solely responsible for ensuring timely receipt of their Proposals. If hand delivery is planned to our offices, please be aware that delays through building security protocol should be planned for by the proposer since timely receipt of all Proposals is required.

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I. GENERAL INFORMATION

A. Project Background

Kern County spans 8,161 square miles in the central valley of California. According to Kern County Network for Children, 2020 Child Facts, Kern County's child population in 2020 was 253,010. Children represented 29% of the county population—the 2nd highest child population percentage in the state.

The Kern County Department of Human Services ("Department") is designated with the care, custody and control of children who are placed in protective custody and Dependent Children of the Court. The Department is designated with providing customer-centered services, ensuring safe, protected and permanent homes for children in foster care. The Department's core purpose is to care for and enrich the lives of children, families and individuals in our community. Thereby ensuring every child, individual and family in Kern County is safe, healthy and self-sufficient.

The Department has an estimated 1300 children 0-17 years of age living in out of home care. Some children who are placed in foster care may require a higher level of supervision that may include intensive services and behavioral support. Children may also require specialized health care.

Intensive Services Foster Care (ISFC) services provides foster-family homes with ISFC education and training to meet each child's specific needs. ISFC services will also include emergency response and intervention services to ensure the placement remains stable. The ISFC program requires specially trained resource parents and professional and paraprofessional support. ISFC core services may include, but are not limited to arranging access to mental health treatment, providing trauma informed care and providing transitional support from foster placement to permanent home placement.

The goal of the ISFC program is to ensure that youth, who require a higher level of care and supervision and who are in foster care, receive the services they need in a home-based family care setting to avoid or to exit a short-term residential therapeutic program (STRTP). Providing ISFC training and support to foster families, ensures the child's special needs are met so they remain in home based placements. ISFC provides an alternative to placing children in a higher level of care.

The Department's intention is to have ISFC services provided to Kern County Resource Families to ensure Kern County foster children's special needs are met in a stable home based family setting.

Therefore, the Department is seeking to contract with one Contractor to implement ISFC services in Kern County

B. Services Required of Successful Proposer

The County has developed the attached **Exhibit “A”** which fully describes the scope of work and services required; deliverables; benchmark requirements; and our anticipated timeline for the start and completion of this project.

Proposer will be expected to review the Exhibit to understand the expected outcome, what the desired goals and objectives are, what specific problems and challenges need to be solved in order to achieve the required end result.

C. Services Provided by the County

The County will provide a Contact Person as a primary contact, who will arrange for staff assistance by other County staff as may be required. County will also provide whatever information as may be available. County will also be available to meet and discuss project requirements and development at key times in the process.

D. Selection Process

1. All Proposals received by the specified deadline will be reviewed by a County Evaluation Committee. After the initial scoring, the Evaluation Committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Proposers are advised that the County, at its option, may award a contract strictly on the basis of the initial Proposals, and not create a short list of Proposals for further consideration. The firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.
2. If one or more of the proposers is a local vendor as defined herein, said proposer(s) shall be entitled to a local vendor preference as herein described, provided: (i) said proposer(s) achieved a score of at least seventy percent (70%) during the initial scoring phase by the Evaluation Committee; and (ii) they were included in the short list of proposers for further consideration by the Evaluation Committee, if the Evaluation Committee elected to create a short list of Proposals.

All local vendors meeting the above stated criteria shall have their final evaluation score increased by five percent (5%) for purposes of

determining the Evaluation Committee's final selection for recommendation to the Board of Supervisors.

A local vendor is defined as a proposer who:

- (a) Has had a fixed office or distribution point located in and having a street address within the county for at least six (6) months immediately prior to the issuance of the request for competitive bids by the purchasing agent
- (b) Holds any required business license by the county or a city within the county; and
- (c) Employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Kern County, or if the business has no employees shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Kern County.

All local vendors with a Local Employee Ratio of 50% or higher will receive an additional 2% score increase, and those with a ratio of 100% will receive a 3% increase to their score. (Rev 11/19)

- (d) Will credit all sales taxes generated pursuant to the contract awarded as a result of the application of this local vendor preference to its business location in Kern County.

This local vendor preference shall not apply to any contracts funded in whole or in part with federal or state funds which do not allow the use of local preferences, or any other contracts which are statutorily or otherwise precluded from the use of local preferences during the selection process.

- 3. The following is a list of general criteria that will be used by the Evaluation Committee in determining its recommendation to the Board of Supervisors. (Please note that the Evaluation Committee may consider other additional information they deem relevant in determining a recommendation to the Board of Supervisors, and may give each of the criteria considered as little or as much weight as they consider appropriate.)

- (a) Proposer's understanding of the RFP requirements and end result.
 - i. Does proposal show comprehension of the scope of services and match Exhibit A requirements?

- ii. Does proposal address all requested objectives & deliverables?
 - iii. Does proposal offer specific solutions that address problems & our desired objectives?
- (b) Proposer's proposed approach to tasks.
 - i. Does the approach show innovative or advanced techniques?
 - ii. Does the approach make sense for this project?
 - iii. Does the proposal clearly define deliverables? Are they measurable and realistic?
 - iv. Are there any apparent discrepancies or omissions in proposal?
 - v. Is the proposed transition or milestone implementation plans feasible?
- (c) Proposer's experience in similar projects.
 - i. Does proposer have a proven track record with similar projects?
 - ii. Has proposer completed relevant or similar projects? What was the length of time performing services for these relevant projects?
 - iii. What is the overall exposure/experience of the proposer with government sector projects?
 - iv. Does proposal provide types, number & duration of current and previous contracts?
 - v. Does proposer have an ISFC Program Statement approved by California Department of Social Services?
 - vi. Does the proposer have an Integrity & Strengths of Agency's ISFC State Approved Program statement?
- (d) Estimated completion date(s) or required start date
 - i. Does proposal describe transition start up tasks & time and/or milestone steps to negotiate contract, set up staffing/equipment requirements and begin services?
 - ii. Does proposal address any time frames mandated by law?
 - iii. Does proposal address the length of time to complete one-time services?
 - iv. Does proposal describe in detail each project phase and the time needed for completion?

- v. Does the proposal benchmark critical events in the completion of the project?
- (e) Client references.
- i. Are proposer's referenced projects similar in size & scope?
 - ii. Do references report any negative aspects with their experience with proposer?
 - iii. Do references report proposer's capabilities in problem solving during project?
 - iv. Do references indicate successful billing/invoicing processes?
 - v. How did the reference award previous business to the proposer?
- (f) Qualifications of proposer's staff for the project.
- i. Does proposer offer a combination of experience, education, licensing, certification & background undertaking with similar projects relevant to our needs?
 - ii. Is the technical experience of proposer's personnel specific to the needs detailed in Exhibit A?
 - iii. Does proposer's response address productivity and utilization of staff/management assignments?
- (g) Any other factors the Evaluation Committee deems relevant, for example:
- i. Does proposal offer technology advances included in work approach?
 - ii. How feasible is the transition plan/milestone steps of proposer's plan?
 - iii. Does the proposal demonstrate that the Contractor is capable and willing to work with a more challenging population, deliver a broad array of services & supports necessary to meet case plan goals, and work collaboratively with public & private agencies?
 - iv. Does the proposal demonstrate an ability to measure & track outcomes?
 - v. Does the Contractor have the ability to serve children in foster care who have intensive needs, including, but not limited to medical, therapeutic, and /or behavioral need?
 - vi. It is highly desired for agencies to have community-based volunteers whenever possible to enhance

the treatment process, including but not limited to mentors, interns, tutors and reading specialist; and community-based services and supports, and parent partners.

- vii. Can Contractor provide an MSW level social worker and a Bachelor level support counselor to each ISFC child?
4. The County reserves the right to reject any and all Proposals and to waive informalities and irregularities in any Proposals received. Absence of required information may render a Proposal non-responsive, in the sole discretion of the County, resulting in rejection of the Proposal.
5. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the Proposer shall be permitted five (5) working days to submit the information requested.
6. An error in the Proposal may cause the rejection of that Proposal; however, the County may, in its sole discretion, retain the Proposal and make any corrections it deems appropriate. In determining if a correction will be made, the County will consider the conformance of the Proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete Proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a Proposal that County believes to be in error, and make corrections accordingly.
7. The County reserves the right to select the Proposal which in its sole judgment best meets the needs of the County. The recommendation by the Evaluation Committee, and the final selection of a proposer by the Board of Supervisors, shall be based on any information and criteria the Evaluation Committee and Board consider relevant, which may include criteria not listed in paragraph 2 above. **The lowest proposed cost is *not* the sole criterion for recommending contract award.**
8. All proposers responding to this RFP will be notified of their selection or non-selection in writing.
 - a. All proposers shall have seven (7) calendar days from the date of the written notice to submit any additional information **not**

previously submitted to the County representative for final consideration.

b. Proposers may request a de-brief during the same seven (7) day time period. **No extension will be given.**

9. The County representative will notify the proposers in writing of the date the Department's recommendation is placed on the Board of Supervisors' agenda.
10. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a Proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a Proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the Proposal.
11. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration paid to County employees, will be disqualified from the selection process.
12. The process, procedures and evaluation criteria used by County in developing and issuing this RFP and evaluating the Proposals received for purposes of making a recommendation to the Board of Supervisors shall be determined in the sole discretion of the County. Potential proposers shall have no rights whatsoever regarding the processes and procedures used by the County relating to this RFP or the manner in which a proposer is selected by the Board of Supervisors, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

E. Solicitation Caveat

The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of Proposals. **The County reserves the right to reject any or all Proposals or portions thereof if the County determines that it is in the best interest of the County to do so.**

Failure to furnish all information requested or to follow the format requested herein, or the submission of false information, may disqualify the proposer, in the sole discretion of the County. The County may waive **any** deviation in a Proposal. The County's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations.

F. Time

Time and the time limits stated in this RFP are of the essence of this Request for Proposal.

G. Standard County Master Terms & Conditions

No agreement with the County is in effect until a contract has been signed by both parties. Attached to this RFP as **Exhibit "B"** is the standard County Master Terms & Conditions which are in substantially the form the successful proposer will be expected to sign. The final agreement may include the contents of the RFP, any addenda to this RFP, portions of the successful proposer's Proposal and any other modifications determined by the County to be necessary prior to its execution by the parties.

Until such time as the Evaluation Committee has completed its deliberative process and the matter has been set for consideration before the Board of Supervisors, the agreement and all documents and materials relating thereto, the negotiation and execution thereof, including, without limitation, the existence of the Agreement and the negotiations taking place between the parties, shall be confidential.

The standard County master terms and conditions included in this RFP is for informational purposes and should not be returned with a Proposal; however, the Proposal shall include a statement that the proposer has reviewed the standard County master terms and conditions and either i) will agree to and accept the master terms and conditions contained therein if selected, or ii) indicate those specific provisions of the standard County master terms and conditions to which the proposer takes exception and why. Raising of significant exceptions in a Proposal, as determined in the sole discretion of the County, may be cause for rejection of the Contractor's Proposal.

The selected Contractor will be required to execute an agreement with the County for the services requested within 90 calendar days of the award. If agreement on the terms and conditions of the contract that are acceptable to the County including, but not limited to, compensation, cannot be achieved within that timeframe, the County reserves the right to continue negotiations or to award the bid to another Contractor and begin negotiations with that Contractor.

Contractor must identify and provide contact information in their Proposal of the individual within their organization who is authorized to negotiate the terms and conditions of any agreement between Contractor and County.

H. Insurance Requirements

Vendor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Vendor's actions in connection with the performance of Vendor's obligations, as required in this Agreement, shall secure and maintain insurance as described below.

Vendor shall not perform any work under this Agreement until Vendor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative.

Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Vendor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

The Vendor shall promptly deliver to the County's authorized insurance representative a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the County's authorized insurance representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Vendor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Vendor or County as an additional insured.

a. Workers' Compensation and Employers Liability Insurance Requirement:

In the event Vendor has employees who may perform any services pursuant to this Agreement, Vendor shall submit written proof that Vendor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Vendor shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the subcontractors' employees are covered by the insurance afforded by Vendor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Vendor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Vendor shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

b. Liability Insurance Requirements:

- (1) Vendor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
 - (a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Vendor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Vendor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
 - (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
 - (c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$3,000,000) aggregate.
- (2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10

01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

- (3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.
 - (4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Vendor, at Vendor's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Vendor shall be maintained until the completion of all of Vendor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Vendor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Vendor in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Vendor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
 - d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
 - e. If Vendor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Vendor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Vendor is equivalent to the above-required coverages.
 - f. All insurance afforded by Vendor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County.

A waiver of right of recovery (waiver of subrogation) is only required on Workers' Compensation policies when a Vendor's personnel deliver or perform services for the County while on County property.

- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Vendor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by Vendor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Vendor. County, at its sole option, may terminate this Agreement and obtain damages from Vendor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Vendor, County shall deduct from sums due to Vendor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Vendor pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Vendor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Vendor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

I. Modifications to Scope of Work

In the event that sufficient funds do not become available to complete all the services identified in this RFP, the scope of services may be amended, as determined in the sole discretion of the County. The County may also, from time-to-time, request changes in and/or additions to the services to be provided by the successful proposer. Such changes, including any increase or decrease in compensation, which are mutually agreed upon by and between the County and the successful proposer, shall be incorporated into the contract prior to execution of the contract, and by written amendments thereto after execution.

J. News Releases

News releases pertaining to any award resulting from this RFP may not be made without prior written approval of the Director of Kern County Department of Human Services.

K. Compensation

Compensation shall be agreed upon by County and Vendor to be included in the final agreement for services.

L. Statutes and Rules

The terms and conditions of this RFP, and the resulting consulting services and activities performed by the successful proposer, shall conform to all applicable statutes, rules and regulations of the federal government, the State of California and the County of Kern.

M. Background Review

The County reserves the right to conduct a background inquiry of each proposer that may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and financial condition. By submitting a Proposal to the County the proposer consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the review.

N. Organizational Conflict of Interest

Contractor warrants, to the best of its knowledge, that neither Contractor nor its officers, agents or employees presently has any consulting or contractual arrangement with any firm or organization that would give rise to an organizational conflict of interest with respect to the work to be performed under this Agreement. Neither Contractor nor its officers, agents or employees shall enter into any contractual arrangement that would give rise to any potential conflict of interest, without first obtaining County's prior written approval before entering the agreement. If any organizational conflict of interest is discovered by Contractor relating to this Agreement, Contractor shall immediately notify County, and attempt to present a suitable mitigation plan. County may, at its sole discretion, terminate this agreement in the event that Contractor has any actual or potential organizational conflict of interest. As used in this paragraph, "**Organization conflict of interest**" means any relationship whereby Contractor has present or planned interests related to the work to be performed under this Agreement which: (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (2) may result in its being given an unfair advantage.

II. PROPOSAL INFORMATION AND REQUIREMENTS

A. General Instructions

To receive consideration, Proposals shall be made in accordance with the following general instructions:

1. The completed Proposal shall be without alterations or erasures. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by an authorized representative of the proposer.
2. No oral, telephonic, telegraphic, e-mailed or faxed Proposals will be considered.
3. The submission of a Proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the selection process to be used by the County, the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County.
4. All Proposals shall remain firm for one hundred and eighty (180) days from the Proposal submission deadline.

B. Business Address

Proposers shall furnish their business street address. Any communications directed either to the address so given, or to the address listed on the sealed Proposal container, and deposited in the U.S. Postal Service by Certified Mail, shall constitute a legal service thereof upon the proposer.

C. Corrections and Addenda

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the Contact Person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.

If a proposer fails to notify the Contact Person prior to the date fixed for submission of Proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a Proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the Proposal. The proposer shall sign and date the Addenda Cover Sheet and submit same with the Proposal (or deliver them to the **Kern County Department of Human Services, 100 East California Avenue, Bakersfield, CA. 93307** if the proposer has previously submitted a Proposal to the department).

Any oral communication by the County's designated Contact Person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or the obligations of the County or any proposers.

D. Proposal Format and Contents

For ease of review and to facilitate evaluation, the Proposals for this project should be organized and presented in the order requested as follows:

1. Cover Page:

Include a letter of introduction signed by an authorized representative of the firm containing the following language:

- The undersigned certifies that all statements in the Proposal are true and correct; and that any material false statement contained in this proposal shall entitle Kern County to pursue any and all remedies authorized by law and/or declare any contract made as a result thereof, to be void.
- Indicate the name of the firm and the RFP project title clearly on your cover sheet.

2. Corporate/Contractor Profile:

Provide specific information concerning the firm in this section, including all of the following:

- The legal name, address and telephone number of your company
- The type of entity (sole proprietorship, partnership, or corporation and whether public or private).
- Whether you are a local Kern County vendor as defined in section I.D.2. of this RFP (provide the street address of the local office).
- The name and telephone number of the person(s) in your company authorized to execute the proposed contract.

If two or more firms are involved in a joint venture or association, the Proposal(s) should clearly delineate the respective areas of authority and responsibility of each party.

All parties signing the Agreement with the County shall be individually liable for the completion of the entire project even when the areas of

responsibility under the terms of the joint venture or association are limited.

3. Qualifications and Experience:

This section is designed to establish the proposer as an entity with the ability and experience to operate the program, or provide the services, as specified in the RFP.

Provide specific information in this section concerning the firm's experience and qualifications (skill sets, contractor licensing, certifications, etc.) in the services specified in this RFP, preferably within the State of California. Include all of the following:

- The number of employees involved in providing services
- Number of years providing services
- Financial statements (balance sheet and Dun & Bradstreet credit rating acceptable)
- Examples of completed projects
- Skill sets
- Contractor licensing, if applicable
- Certifications, if applicable

Documentation of Satisfactory Past Performance/References

Provide a minimum of three (3) reference letters for similar services rendered (must be within the last twelve (12) months on the reference company's letterhead. Each reference shall include a current point of contact and a phone number. Each reference letter must have all of the following information:

- Date of the original contract;
- End date of the contract;
- Services rendered;
- Names, addresses, email and telephone numbers of contact persons within client agencies for whom the services have been provided.

Provide a list of all clients with current contact information including email, to which you have provided similar services over the last two years, but are not currently working for. Please indicate why you are not currently providing services to said client(s).

4. Credentials/Resumes:

Of critical importance is the composition of the team proposed to provide services on this project. Credentials and resumes of the

person(s) responsible for administering or providing the services must be provided.

Include a statement of qualifications and resumes/backgrounds of key personnel assigned to the project, including training certifications of professional and non-professional personnel.

Proposer shall specifically provide the following information on all management, supervisory and other key employees who will be providing service:

- a. Name, business address and phone number
- b. Description of education
- c. General experience
- d. Experience or education related to the RFP project
- e. Letters of reference, if available

List Contractor firms, if any, that you plan to use for this project and their relevant experience.

4a. Subcontractors:

County will consider proposed agreements that involve the firm's use of subcontractors. List all subcontractors you plan to use for this project and their relevant experience. Such subcontractors will be acting as independent contractors and not as agents of the County.

5. Project Approach, Work Schedule, Transition Plan and Technology Requirements:

- a. Provide a detailed description of the methodology proposed to perform all required services.
- b. The project approach should include specific details with regard to how and what services, training, installation, etc. are included in your response to the County. Provide specific information and details.
- c. Describe approach and methodology that will be used to address obstructions, constraints or roadblocks in the submitted proposal.
- d. List, and describe actions that will be done in order to comply and meet required benchmarks, performance standards and quality assurance.

- e. Detail and describe security clearance and information technology requirements.
- f. If applicable, detailed description of proposed utilization of Business and/or Work Environment provided by County.
- g. Include any additional information and options that you feel may be advantageous to the County. Label options clearly and specify all costs and fees associated with each option.
- h. Include specific details with regard to a work schedule/transition plan which contains an aggressive schedule that will complete, or start up, the project before **July 1, 2026**. This schedule should contain specific milestones and dates of completion which will be used to set schedules.
- i. Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project.
- j. Identify deliverables that will be produced in order to receive payment. This may include deliverables with milestone dates or time periods that are required to be completed.
- k. Specify all software and computer technology that is anticipated to be used in rendering the services. If the Proposal includes the purchase of any software by the County, provide a copy of any software license agreements that the County would be required to execute.
- l. Describe how each of the County's desired outcomes will be met.
- m. Do not include brochures and advertisements in your Proposal unless the content they provide is identified and included specifically in your description of the methodology and/or approach to the services you are proposing to provide the County.

6. Cost of Service:

The Proposal shall clearly state all of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended/required products/services such as maintenance.

As a general rule, the County prefers a set price or hourly rate for the entire term of any contract. Price escalators such as the CPI may also have a detrimental impact on the proposer's score determined by the Evaluation Committee and are disfavored by Kern County.

The project costs should include all expenses that will be charged to the County including but not limited to costs for shipping, insurance, communications, documentation reproduction, travel, taxes, etc. **Failure to not clearly identify all costs associated with the Proposal may be cause for rejection of the Contractor's Proposal.**

7. Insurance:

The selected proposer will be required to obtain, as a condition of the award of a contract, and the Proposal shall state that the proposer will obtain the insurance as required in the attached agreement.

All insurance shall be issued consistent with the final Agreement with County. Insurance coverage at a minimum must be provided by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of A-, VII rating; or in special circumstances, as pre-approved by the Risk Management Division of the Office of County Counsel. The selected proposer shall file with the Contact Person a Certificate(s) of Insurance stating the required coverages are in effect.

8. Additional Information:

Include any other information you believe to be pertinent but not required.

9. Confidential Information:

Proposers are cautioned that because the County is a public entity, materials designated as "confidential" may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is absolutely necessary.

IF CONFIDENTIAL INFORMATION IS SUBMITTED:

- a. ALL CONFIDENTIAL INFORMATION MUST BE STAMPED WITH A "CONFIDENTIAL" WATERMARK AND PLACED IN A SEPARATE TABBED SECTION #9 OF THE RFP MARKED "CONFIDENTIAL".

b. Any documents labeled "CONFIDENTIAL" shall include the following statement signed and placed on the first page of the CONFIDENTIAL material:

"_____ (legal name of proposer) shall indemnify, defend and hold harmless the County of Kern, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this Proposal that (legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record."

By:_____ Date:_____

Confidential information as discussed in this section II.D.9 may include:

Technical Information

a. Any trade secret, know-how, invention, software program, application, documentation, schematic, procedure, contract, information, knowledge, data, process, technique, design, drawing, program, formula or test data, work in progress, engineering, manufacturing, marketing, financial, sales, supplier, customer, employee, investor, or business information;

b. Any non-public business information, including, without limitation, personnel data; correspondence with governmental agencies; historical customer information and data; historical cost information such as budgets and operating expenses and capital costs; and projected capital additions and operating cost information;

Financial Information

a. Financial statements, business plans, strategic plans, proprietary market information, analyses, compilations and any other strategic, competitively sensitive or proprietary information shared between the parties as a result of the discussions contemplated by this Agreement;

Business Development-Related Information

a. All trade secrets or proprietary information protected as intellectual property that relates to the business of the Vendor and is not generally available to the public, or generally known in the industry;

b. Customers' identities and requirements, customer lists, suppliers' identities and products, pricing information, product price discount information, manufacturing processes and procedures, new product research, financial information not generally available to the public; and

c. Any techniques, know how, processes or combinations thereof, or compilations of information, records and specifications, utilized or owned by the vendor regarding business development, marketing, pricing, business methods, strategies, financial or other analyses, policies or business opportunities.

E. Disposition of Proposals and Proprietary Data

All materials submitted in response to this RFP become the property of the County. Any and all Proposals received by the County shall be subject to public disclosure and inspection, except to the extent the proposer designates trade secrets or other proprietary data to be confidential, after the Evaluation Committee has completed its deliberative process and either the proposer has been informed that they are not the vendor selected by the Evaluation Committee for recommendation to the Board of Supervisors, or the matter has been set for consideration before the Board of Supervisors, whichever comes first.

Material designated as proprietary or confidential shall accompany the Proposal and each page shall be clearly marked and readily separable from the Proposal in order to facilitate public inspection of the non-confidential portion of the Proposal. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. The County will endeavor to restrict distribution of material designated as confidential or proprietary to only those individuals involved in the review and analysis of the Proposals.

F. Post RFP Issuance

1. Questions

- a. Before pre-proposal meeting: Questions may be submitted by email to the RFP contact person at lopezros@kerndhs.com.
- b. After pre-proposal meeting: Following the pre-proposal meeting, an addendum will be issued with written responses to those questions where the answers may change the scope of services detailed in **Exhibit "A."** Questions with content about the RFP process, where to mail response or other information not related to **Exhibit "A"** may be answered by the Project Facilitator as they are received.
- c. Subsequent to addenda: Questions received subsequent to the issuance of addenda and by **January 21, 2026, 3:00 pm** may be answered. The County will accommodate these last minute questions, but will not guarantee that they will be answered if not submitted timely.

2. Pre-Proposal Meeting

A Pre-Proposal meeting has been set for **January 7, 2026, at 10:00 a.m.** The meeting will be held at the Kern County Department of Human Services – Partnership Building, 151 Tulare Street, Bakersfield, CA 93307. The purpose of the meeting is to permit proposers an opportunity to ask questions and/or provide feedback to County staff on specifics of this RFP. Preliminary answers may be given at the Pre-Proposal meeting. However, these responses are only preliminary and will not be final until they are provided as an addendum to the RFP. While some input obtained at the meeting may be incorporated into the RFP via addenda, remarks and explanations made at the meeting shall not change the provisions of the final RFP. **All interested parties who may have questions or wish to participate in the pre-proposal meeting are urged to attend and must email their contact information to dhscontracts@kerndhs.com. The contact information should include:**

- Organization Name
- Name of individual attending
- Phone number and email address of individual attending

All attendees will be required to provide a valid government issued ID prior to admittance.

G. Proposal Submission

The proposer shall submit six (6) written copies of the Proposal and one (1) copy on thumb drive. The thumb drive (virus free) must be a standard Microsoft Windows (Word, Adobe, Excel etc) compatible format readable by the County; using word processing software that is Windows based, preferably Microsoft Word. Proposer agrees to be fully responsible for any damage caused by any materials submitted to County. Please submit all Proposals to:

Kern County General Services Division
1115 Truxtun Ave., 3rd Floor
Bakersfield, CA 93301
Telephone (661) 868-3000

Proposals may be delivered in person, by courier service or by mail to the address indicated above. **ALL PROPOSALS MUST BE SEALED AND RECEIVED BEFORE 11:00 A.M. on February 4, 2026**, at the above office and address. Proposals submitted after the above deadline will not be accepted. It is strongly suggested that any proposers intending to hand deliver a proposal on the last day for submission arrive at the General Services Division third floor main lobby at least ten (10) minutes prior to the proposal receipt deadline to receive a “test” time stamp to validate the official current time. The time stamp clock in the main lobby of General Services will be the official time. Any Proposal received at or after 11:00 a.m. will be returned unopened.

Only one (1) Proposal may be submitted from each proposer. For purposes of this RFP, a proposer is defined to include a parent corporation of the proposer and any other subsidiary of that parent corporation. If a proposer submits more than one (1) Proposal, all Proposals from that proposer shall be rejected.

RFP Proposals are not publicly opened.

H. Withdrawal and Submission of Modified Proposal

A proposer may withdraw a Proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. The proposer must, in person, retrieve the entire sealed submission package. Another Proposal may be submitted prior to the deadline. A Proposal may not be changed after the designated deadline for submission of Proposals.

Exhibit A

I. BACKGROUND

The following is a brief summary including details that generally describe the services the County is currently receiving including data and usages in order to provide additional context.

The Kern County Department of Human Services (“Department”) is designated with the care, custody and control of children who are placed in protective custody and Dependent Children of the Court. The Department is designated with providing customer-centered services, ensuring safe, protected and permanent homes for children in foster care. The Department’s core purpose is to care for and enrich the lives of children, families and individuals in our community, thereby ensuring every child, individual and family in Kern County is safe, healthy and self-sufficient.

The Department has an estimated 1300 children 0-17 living in out of home care. Some children who are placed in foster care may require a higher level of supervision that may include intensive services and behavioral support. Children may also require specialized health care.

Intensive Services Foster Care (ISFC) services provides foster-family homes with ISFC education and training to meet each child’s specific needs. ISFC services will also include emergency response and intervention services to ensure the placement remains stable. The ISFC program requires specially trained resource parents and professional and paraprofessional support. ISFC core services may include, but are not limited to arranging access to mental health treatment, providing trauma informed care and providing transitional support from foster placement to permanent home placement.

The goal of the ISFC program is to ensure that youth in foster care receive the services they need in a home-based family care setting or to avoid or exit a short-term residential therapeutic program (STRTP). Providing specialized ISFC training and support to foster families ensures the child’s special needs are met so they remain in home based placements. ISFC provides an alternative to placing children in a higher level of care.

The Department’s intention is to have ISFC services provided to Kern County Resource Families.

Therefore, the Department is seeking to contract with one Contractor to implement ISFC services in Kern County. The program will serve 60 children per year.

II. DESIRED OBJECTIVE(S)

The following is a general list of the desired outcome(s) that are essential to be achieved as a result of this request to provide ISFC services within Kern County.

The Department's goal is to provide foster family homes with ISFC trained resource parents who are committed, responsible and have the ability to meet the individual intensive care needs of children and youth in this program. This will help to avoid, or exit, a short-term residential therapeutic program and will, instead, provide a stable, home based placement where the child's special needs are met. The following services are desired:

- Make available an array of therapeutic interventions for the foster youth, the youth's family, and the resource parents
- Provide intensive oversight of the child/youth's treatment, often through daily contact with the Resource Parent
- Enable the foster youth to successfully transition from ISFC to placement with the child/youth's family or permanent family placement by continuing to provide therapeutic interventions that support youth permanence.

The ISFC program will serve 60 children per year. The Department will refer resource parents to the Contractor for ISFC training. The Department will also continue to select the placement for children receiving ISFC services.

III. ESTIMATED VALUE/COST

The following is a general outline of the estimated budget or value/cost of the work and/or services to be performed

Contractor will be reimbursed at a rate of \$3,682.00 per child per month.

County estimates 60 children will be served per year.

IV. BUSINESS AND/OR WORK ENVIRONMENT

The following is a general outline of the Business and Work Environment which includes a description of where and how the work will be performed (operation requirements of the work and programs, systems and infrastructure) of the ISFC services that will be required.

- The Contractor has an ISFC Program Statement approved by the California Department of Social Services.
- The Contractor will have a suitable size facility located in central Bakersfield California to provide the ISFC services.
- The ISFC Contractor can refer the ISFC training out to a sub-contractor or provide the ISFC training in-house.
- If the ISFC training will be provided in-house by the Contractor, the Contractor's facility will include adequate space for ISFC supportive services and training of resource parents. The facility will also provide private areas for conferences, family "team" meetings and/or emergency response and intervention services.
- If the Contractor will sub-contract the ISFC training, the Contractor will ensure the sub-contractor has a suitable size facility to provide the ISFC services.
- Contractor or sub-contractor will maintain an administrator, or receptionist who is available to answer phone calls during service hours. And, Contractor or sub-contractor will also provide 24 hour emergency services, Transition and aftercare planning.
- Contractor will attend all Child Family Team Meetings (CFTM) for the children receiving ISFC services or potentially receiving ISFC services.
- The Contractor will serve children in foster care who have intensive needs, including, but not limited to medical, therapeutic, and /or behavioral needs.
- It is highly desired for agencies to have community-based volunteers whenever possible to enhance the treatment process, including but not limited to mentors, interns, tutors and reading specialist; and community-based services and supports, and parent partners.
- Contractor will provide an MSW level social worker and a Bachelor level support counselor to each ISFC child.

V. DESCRIPTION AND SCOPE OF WORK

The following is a general outline of the Description and Scope of Work that will be required. It is anticipated that the final scope of work will be a product created through the negotiation process with changes based upon the professional input from the selected Contractors.

- Contractor or sub-contractor will maintain an administrator, or receptionist who is available to answer phone calls during service hours. And,

Contractor or sub-contractor will also provide a 24 hour hotline and response for emergency purposes.

- Contractor will identify ISFC program goals to ensure ISFC resource parents referred by the Department are qualified, trained, supervised and committed to the program goals and the child(ren).
- Contractor will provide Support Counselors (Bachelor's level) for each child in addition to Master level Social Worker.
- Contractor will provide bilingual, Spanish speaking staff and will ensure that translation services are available to meet ISFC resource family needs.
- The Contractor operating an ISFC Program will accept resource/foster parents referred for ISFC training by the Department.
- The Contractor will provide 40 hours of pre-placement ISFC training to resource parents referred by the Department. The 40 hours of pre-placement training must include information relating to working with children who have experienced trauma, behavior de-escalation techniques and cardiopulmonary resuscitation and first aid.
- Contractor will provide specific subject matter topics required or requested by the Department.
- Resource parents will also be required to receive 24 hours of ongoing training within 12 months of the placement of an eligible child and 12 hours per year for each year thereafter. Training will be specific to the child's needs and will be provided by various persons depending on the type of training needed in accordance with ISFC regulations.
- Contractor will ensure the resource parents meet the ISFC training requirements within the specified timelines as stated in the All County Letter No. 18-25. **EXHIBIT "C"**
- Contractor will provide Monthly Progress reports that will include pertinent information on the child's specific needs as identified by the Child and Family Team. Monthly progress reports will be e-mailed to the SSW (by 15th of month).
- Contractor will provide Respite care as needed or agreed upon at Child Family Team Meeting.
- Contractor will make weekly face to face contact with child and caregiver.
- Contractor will provide transportation to and from but not limited to, visits, mental health and medical appointments, and to child's school of origin.

- Contractor and caretakers will participate in all Child Family Team Meeting.
- The Contractor will provide ISFC services for up to 60 children/youth per year.

VI. DELIVERABLES

The following are objective tangible results that the Contractor must produce in order to receive payment. This may also include deliverables with milestones dates or time periods that are required to be completed.

- Contractor will provide intensive ISFC program services to Kern County RFA and FFA homes (resource parents) that are not working under a state approved program statement for ISFC. Resource parents will be referred to Contractor by Department.
- Contractor will ensure the resource parents meet the ISFC training requirements within the specified timelines as stated in the All County Letter No. 18-25, **Exhibit “C”**.
- Contractor will provide resource parents with 24 hours of ongoing training within 12 months of the placement of an eligible child and 12 hours per year for each year thereafter.
- Contractor will provide an MSW level social worker and a Bachelor level support counselor to each ISFC child.
- Contractor will provide bilingual but not limited to, Spanish speaking staff and will ensure that translation services are available to meet ISFC resource family needs.
- Contractor will enable the foster youth to successfully transition from ISFC to placement with the child/youth’s family or permanent family placement by continuing to provide therapeutic interventions that support youth permanence.
- The program will serve up to 60 children per year.

VII. CONTRACTOR LICENSING, CERTIFICATIONS & QUALIFICATIONS

The following is a general outline of the skill sets, Contractor Licensing, Certifications, and Qualifications that will be required.

- The Contractor has an ISFC Program Statement approved by the California Department of Social Services.

- The Contractor will have the necessary qualified Master level professional and paraprofessional client support staff. Client support staff will have a minimum of a bachelor's degree and six months of experience in working with children/youth who have serious emotional or behavioral needs or children/youth with special needs including, but not limited to intensive medical needs.
- Client support staff will have demonstrated a combination of education, skills, and experience that meets the specific needs of the target population, including, but not limited to, cultural and linguistic needs.
- Contractor's staff must pass a DOJ background check at the expense of the Contractor. Contractor will certify that each staff member, who will provide services, has completed the required Department of Justice (DOJ) background check or has a professional license issued by the State of California that required the applicant to submit to a DOJ background check.

VIII. CONSTRAINTS TO PROPOSER'S APPROACH AND METHODOLOGY

The following is a general outline of the constraints, obstructions, roadblocks that may affect the Proposer's approach and methodology that will be needed and/or considered in order for the ISFC service Contractor to submit as part of their proposal response.

- The Contractor has an ISFC Program Statement approved by the California Department of Social Services.
- The Contractor, or sub-contractor will have a suitable size facility located in central Bakersfield California to provide the ISFC services.
- Contractor will maintain required licenses that cover all of the work and services that will be performed under this RFP.
- Contractor will maintain all required insurance certificates and endorsements as outlined in sample agreement.
- Contractor will provide an MSW level social worker and a Bachelor level support counselor to each ISFC child.

IX. PERFORMANCE STANDARDS AND QUALITY ASSURANCE

The following is a general outline of the Performance Standards and Quality Assurance benchmarks that are required as part of this proposal. For additional standards, see Section II – Objectives.

Contractor will ensure the resource parents meet the ISFC training requirements within the specified timelines as stated in the All County Letter No. 18-25. **Exhibit “C”**

- A. Measure 1: One hundred percent (100%) of all resource families referred to the Contractor will obtain their 40 required pre-approval training hours within 120 days of placement.
- B. Measure 2: One hundred percent (100%) of all resource families referred to the Contractor will obtain 24 hours of child needs specific training (as stated in Section V – Description and Scope of Work) within 12 months of placement.
- C. Measure 3: One hundred percent (100%) of all resource families referred to the Contractor will obtain 12 hours per year of ongoing child needs specific training (as stated in Section V - Description and Scope of Work) for each year thereafter.
- D. Measure 4: All participants who engage in services will be provided with a client Satisfaction Survey on a bi-annual basis each year of the contract. Contractor will gather surveys and provide bi-annual outcomes to the Department. Survey outcomes will be provided to the Department by the 15th day of the following month in which surveys were conducted.
- E. A minimum of 75% of participants who return the quarterly surveys must rate the services as “satisfactory” or above.
- F. Measure 5: Eighty percent (80%) of dependent children who enter into an ISFC placement will successfully transition out of ISFC services within six months. The Contractor is responsible for tracking compliance and providing a quarterly report to the Department.

X. SECURITY REQUIREMENTS

The following is a general outline of the Security Clearance and Information Technology Requirements necessary as part of this proposal.

- Contractor’s staff must pass a DOJ background check at the expense of the Contractor. Contractor will certify that each staff member, who will provide services, has completed the required Department of Justice (DOJ) background check or has a professional license issued by the State of California that required the applicant to submit to a DOJ background check.

XI. SUMMARY OF DESIRED OUTCOME(S) AND DELIVERABLES

The following is a general Summary of Desired Outcome(s) and Deliverables required as part of this proposal. The items below are only

key factors in the proposal to provide ISFC program services for the Department of Human Services.

Foster youth with special needs will receive the specialized services they need in a home-based family care setting instead of in a Short-Term Residential Therapeutic Program (STRTP). Children already in a STRTP placement will be able to exit into a stable home environment where their specialized needs are met. ISFC provides an alternative to placing children in a higher level of care.

The ISFC services will serve 60 children per year and will also:

- Make available an array of therapeutic interventions for the foster youth, the youth's family, and the resource parents.
- Provide intensive oversight of the child/youth's treatment, often through daily contact with the Resource Parent.
- Enable the foster youth to successfully transition from ISFC to placement with the child/youth's family or permanent family placement by continuing to provide therapeutic interventions that support youth permanence.

For a more comprehensive list of outcomes, see Section II – Objectives. For a comprehensive list of deliverables, see Section VI – Deliverables.

Exhibit "B"

1. TERM

This Agreement shall commence on the Execution Date and shall remain in effect until June 30, 2027, unless sooner terminated as provided for in this Agreement.

2. COMPENSATION

County shall reimburse Contractor for all necessary and reasonable costs incurred on behalf of County as set forth in **Exhibit "XX"**. No additional compensation will be paid. No funds paid to Contractor through this Agreement shall be utilized to compensate employees of Contractor for overtime or compensatory time off, except to the extent that Contractor is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USC Section 201 et seq., or applicable State law.

3. REIMBURSEMENT POLICY AND BILLING REQUIREMENTS

Contractor shall submit monthly to Department an invoice for reimbursement of allowable expenditures for the previous month. Costs claimed under this Agreement are subject to the following federal publications:

- Uniform Guidance: 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements

A. All invoices shall be submitted in a form approved by Department and shall include:

- 1) A monthly total and itemization of all costs by budget line item, arranged in the same order as the approved budget. Supporting documentation, including payroll reports, must be provided for each item for which reimbursement is requested.
- 2) Itemization of all travel expenses incurred. Reimbursement for travel and other related costs shall not exceed County's rates which are in effect at the time the expense(s) is/are incurred.
- 3) Copies of invoices submitted to Contractor from subcontractors.

4) Invoices shall be sent to the following attention:

Fiscal Support Supervisor
Accounts Payable Unit
Kern County Department of Human Services
PO Box 511
Bakersfield, CA 93302

Contractor shall adjust from its billings to Department all charges not fully reimbursable under the applicable cost principles and the terms of this Agreement. Contractor accepts fiscal responsibility for any future audit findings resulting from Contractor's billings under this Agreement. Contractor shall refund County for all costs related to this Agreement which are disallowed by the California Department of Social Services ("CDSS") as a result of audit findings or insufficient funds available from the State.

Contractor shall comply with all audit exceptions by appropriate federal, State and County audit agencies as prescribed by the auditing agency, and provide all required audit documentation to Department pertaining to the services required by this Agreement.

Invoices shall be sent to Department's Accounts Payable Unit for processing by the 25th calendar day of the month following the month in which services were rendered. Payment will be made to Contractor within 30 days of receipt and approval of each complete invoice by Department.

- B. Department reserves the right to withhold payment if Contractor falls behind schedule or submits substandard work.
- C. Final invoices must be received by Department no later than 45 days following termination of this Agreement.
- D. Budget funds are restricted for use within the budget fiscal year. Administrative shifts of funds among budget categories or the addition of a budget category cannot be approved without prior submission of a revised budget by Contractor and prior written approval by Department.

4. AWARD INFORMATION DISCLOSURE

Pursuant to 2CFR 200.332, all recipients and subrecipients of federal funds must be provided additional information, including the Assistance Listing (AL) Number associated with each award and/or subaward. The AL Number(s) below is/are associated with this Agreement:

Assistance Listing Number	Program Title
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Additional award information can be found www.cdss.ca.gov/inforesources/letters-and-notices.

Projected amount of federal funding: \$

5. REPRESENTATIONS

Contractor makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

- A. Contractor has the expertise, support staff, and facilities necessary to provide the services described in this Agreement; and
- B. Contractor does not have any actual or potential interests adverse to County, nor does Contractor represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and
- C. Contractor shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

6. ASSIGNMENT

Contractor shall not assign or transfer this Agreement or its obligations hereunder, or any part thereof. Contractor shall not assign any monies due or which become due to Contractor under this Agreement without the prior written approval of County.

7. NEGATION OF PARTNERSHIP

In the performance of the services under this Agreement, Contractor shall be, and acknowledges that Contractor is in fact and law, an independent contractor and not an agent or employee of County. Contractor has and retains the right to exercise full supervision and control over the manner and methods of providing services to County under this Agreement. Contractor retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Contractor in the provision of services under this Agreement. With respect to Contractor's employees, if any, Contractor shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes whether federal, State or local, and compliance with any and all other laws regulating employment.

8. IMMIGRATION REFORM AND CONTROL ACT

Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act (“IRCA”). Contractor is and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor’s employees, or the employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor’s subcontractors.

9. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless County and County's agents, Board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

10. INSURANCE

Contractor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Contractor’s actions in connection with the performance of Contractor’s obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County’s authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Contractor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon. The Contractor shall promptly

deliver the County's authorized insurance representative a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the County's authorized representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or County as an additional insured.

- A. Workers' Compensation and Employers Liability Insurance Requirement. In the event Contractor has employees who may perform any services pursuant to this Agreement, Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of Section 3700 of the California Labor Code.

Contractor shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Contractor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Contractor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Contractor shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

- B. Liability Insurance Requirements:

- 1) Contractor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
 - a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Contractor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this

Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

Include the following if the Contractor is providing services to youth or vulnerable populations:

If the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Consultant shall obtain and maintain a policy covering sexual abuse or molestation. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) per occurrence or claim and two million dollars (\$2,000,000) aggregate.

- b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million (\$1,000,000) each occurrence.
- c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million (\$1,000,000) per occurrence and three million (\$3,000,000) aggregate.
- d) Cyber Liability Insurance/Technology Professional Liability Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, involving access to personal and or confidential information, software or technology services where a data breach or exposure to personal and or confidential information could impact the County, coverage shall be equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Coverage shall respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual

property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- 2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph B. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- 3) The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance or self-insurance maintained by the County, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss.
- 4) Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.
- 5) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.
- 6) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor's option, shall either (i) maintain said coverage for at least three years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an

extended reporting period of not less than three years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

- C. **All insurance afforded by Contractor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County.**
- D. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
- E. If Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverages.
- F. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- G. Failure by Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Contractor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.
- H. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Contractor shall not

be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

11. EVALUATION

Services to be provided by Contractor shall be evaluated by Department on a continuing basis. Evaluation may be accomplished by written or verbal communication and/or by site visits to view fiscal and/or program processes and information. Any deficiencies noted during an evaluation shall be stated and placed in detailed written form, with a copy submitted to Contractor. Contractor shall respond in writing to the deficiencies statement within 20 days from the date of receipt. A plan to remedy these deficiencies, where applicable, shall be implemented within 60 days from the date of the deficiencies statement. Failure to remedy the stated deficiencies may result in termination of the Agreement by County.

Deficiencies that may be subject to non-payment of future invoices by County shall include:

- A. Failure to notify Department and receive prior written approval for any changes to Program delivery within 15 days of change for:
 - 1) Change in assigned program staff.
 - 2) Change in program or service hours and days.
 - 3) Change in program or service locations and access for participants.
- B. Failure to notify Department for written approval prior to any changes to delivery of program services. As designated in the contract.
- C. Failure to request, in writing, and receive written pre-approval from County for changes to, or the addition of line items in, the approved budget.
- D. Failure to provide written assurance of required civil rights training as detailed in **Section 34**, below.
- E. Failure to adhere to the performance and fiscal requirements and standards required under this Agreement.

12. CONTRACT DISPUTE

Should a dispute arise between Contractor and County relating to performance under this Agreement, Contractor will, prior to exercising any other remedy which may be available, provide County with written notice of the particulars of the dispute within 30 calendar days of the dispute. County will meet with Contractor, review the factors in the dispute, and recommend a means of resolving the dispute before a written response is given to Contractor. County will provide a written response to Contractor within 30 days of receipt of Contractor's written notice.

13. TERMINATION

Either Party may terminate this Agreement for the material breach of any covenant, term or condition of this Agreement by the other Party, its officers, agents or employees, provided the breach is not cured within 10 business days after written notice thereof is presented to the non-terminating Party. Either Party may terminate this Agreement, with or without cause, upon 30 calendar days prior written notice to the other Party. In the event this Agreement is terminated by either Contractor or County, and if so requested by County, Contractor shall submit to County all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement, within 30 calendar days after the effective date of termination. Should County terminate this Agreement as provided herein, County shall have no further obligation to pay for any services rendered or expenses incurred by Contractor after the effective date of the termination and County shall pay Contractor for all satisfactory services rendered by Contractor prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in Section ___ herein.

14. NON-APPROPRIATION

County reserves the right to terminate this Agreement in the event insufficient funds are appropriated or budgeted for this Agreement in any fiscal year. Upon such termination, County will be released from any further financial obligation to Contractor, except for services performed prior to the date of termination or any liability due to any default existing at the time this clause is exercised. Contractor will be given 30 days written notice in the event that such an action is required by County.

15. NOTICES

Notices to be given by one Party to the other under this Agreement shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above.

Notice to County shall be addressed as follows:

Director
Kern County Department of Human Services
P.O. Box 511
Bakersfield, CA 93302

Notice to Contractor shall be addressed as follows:

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

16. OWNERSHIP OF DOCUMENTS

All reports, documents, and other items generated or gathered in the course of providing services to County under this Agreement are and shall remain the property of County, and if so requested by County, shall be returned to County upon full completion of all services by Contractor or termination of this Agreement, whichever first occurs.

17. CONFLICT OF INTEREST

The Parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, County may immediately terminate this Agreement by giving written notice thereof. Contractor shall comply with the requirements of Government Code Section 87100 et seq. during the term of this Agreement.

18. SOLE AGREEMENT

This document, including all attachments hereto, contains the entire agreement between the Parties relating to the services, rights, obligations, and covenants contained herein and assumed by the Parties respectively. No inducements, representations, or promises have been made, other than those recited in this

Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.

19. AUTHORITY TO BIND COUNTY

It is understood that Contractor, in Contractor's performance of any and all duties under this Agreement, has no authority to bind County to any agreements or undertakings.

20. MODIFICATION OF AGREEMENT

This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

21. NON-WAIVER

No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Contractor. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

22. CHOICE OF LAW/VENUE

The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

23. CONFIDENTIALITY

No Party to this Agreement shall, without the written consent of the other Party, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

A. During the term of this Agreement, Parties may receive or create certain confidential health or medical information ("Protected Health Information" or "**PHI**"). This PHI is subject to protection under State and federal law, including 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 (“**HIPAA Regulations**”) and other applicable laws. The Parties represent that the Parties have in place policies and procedures that will adequately safeguard any PHI the Parties receive or create, and the Parties specifically agree, on behalf of themselves, the Parties' subcontractors and agents, to safeguard and protect the confidentiality of PHI consistent with applicable law, including currently effective provisions of HIPAA, the HITECH Act, and the HIPAA Regulations.

- B. For purposes of this section, PHI means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (b) 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.
- C. The Parties acknowledge that State and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties hereto specifically agree to take such action as is necessary to implement the requirements of HIPAA, the HITECH Act, and HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The Parties understand and agree that the Parties must provide, when requested, written evidence that the Parties are in compliance with the HITECH Act, and applicable HIPAA Regulations.
- D. Notwithstanding any other provision of this Agreement, the Parties may terminate this Agreement upon twenty (20) days' notice in the event: (a) the Parties do not promptly provide written evidence of compliance with the HITECH Act, and applicable HIPAA Regulations, or (b) the Parties become aware that the Parties or any of the Parties' subcontractors or agents discloses PHI in a manner that is not authorized by the Parties or by applicable law.
- E. During the term of this Agreement, the contractor agrees to abide by the Information Exchange Agreement between the Social Security Administration (“**SSA**”) and the California Department of Health Care Services “**DHCS**”), the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the Health and Human Services Agency of California, the Electronic Information Exchange Security Requirement and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration-Technical Systems Security Requirements (“**TSSR**”), and the Computer Matching Agreement between the Department of Homeland Security United States Citizenship and Immigration Services and the California Department of Health Care Services. **These documents contain sensitive material and the Contractor agrees not to post these documents in a public**

viewing area including any public Internet site. Contractor agrees to abide by all relevant requirements in the National Institute of Standards and Technology (“NIST”) Special Publications (“SP”) 800-122 and 800-53 (<https://www.nist.gov/>), and the Memorandums of Understanding that the County has with DHCS and CDSS regarding all Personally Identifiable Information (“PII”).

CONTRACTOR RESPONSIBILITIES

- 1) Contractor will provide a list of all employees who will have access to SSA data to the County prior to County giving Contractor access to such data. See **Exhibit “D”**.
- 2) Contractor and their staff will be required to complete an initial and annual confidentiality training. Each staff member, who handles SSA information, will sign a non-disclosure agreement stating they are aware of the requirements to maintain the confidentiality and non-disclosure of any SSA related information that is used by them to complete their daily duties and any sanctions and penalties that can follow any wrongful disclosure of PII/PHI information will be the responsibility of the Contractor. Contractor will maintain the non-disclosure statements for their employees for the required five years as stated in the TSSR and NIST guidelines. Additionally, if requested, Contractor will provide proof of such training to the Department as required by the MOUs.
- 3) Contractor agrees to allow the County to complete periodic onsite reviews of their facility to ensure that the following steps meet SSA’s requirements:
 - a) Safeguards for sensitive information;
 - b) Technological safeguards on computer(s) that have access to SSA-provided information;
 - c) Security controls and measures to prevent, detect, and resolve unauthorized access to, use of, and re-disclosure of SSA-provided information, and;
 - d) Continuous monitoring of the Contractor’s or agent’s network and infrastructure and assets.
 - e) Compliance with all applicable TSSR and NIST guidelines.
- 4) Contractor will maintain records of all PII and PHI exchanges under this contract for a period of five years and will provide such records upon request to the County for evidentiary purposes.

- 5) Contractor agrees no PII or PHI record will be stored outside the Contractor's information system without approval by County. Contractor will physically control and securely store information system media, both paper and digital, based on the highest Federal Information Processing Standard ("**FIPS**") 199 security category of the information recorded on the media. Contractor will restrict the pickup, receipt, transfer, and delivery of such media to authorized personnel.
- 6) Contractor is required to encrypt any PHI/PII information prior to transmission to the County as outlined in the TSSR and NIST guidelines. If encryption is not available, Contractor will work with County on alternate methods to receive any PII/PHI documents.
- 7) Contractor is required to report any breach or loss of PII/PHI within 24 hours to the appropriate County Security Officers. See **Exhibit "D"**.
- 8) Contractor will institute a destruction policy for the handling of all PII/PHI information including shredding, burning, and pulverizing of records to avoid any accidental disclosure of such information along with purging and sanitizing digital media using approved equipment, techniques, and procedures. Contractor will track, document, and verify media sanitization actions.
- 9) Contractor and their employees who wrongfully disclose PII/PHI information are subject to criminal and civil sanctions including but not limited to suspension of all access to PII information provided by the County, jail time, and court actions by the person(s) whose information was disclosed.

COUNTY RESPONSIBILITIES

- 1) County will provide Contractor with training materials which the Contractor will use to assist in completing their initial and annual training. See **Exhibit "D"** for access instructions.
- 2) County will provide Contractor access to the TSSR guidelines and the Memorandums of Understanding with DHCS and CDSS to assist them in meeting the requirements for maintaining confidentiality of all PII/PHI records. See **Exhibit "D"** for access instructions.
- 3) County will maintain records of all Contractor's employees who handle PII/PHI as part of their daily duties and will only give access to SSA provided information as outlined in this Agreement.
- 4) If necessary, County will request records for evidentiary purposes when needed from the Contractor.

- 5) County agrees to provide a copy of their Breach Reporting Incident Policy to the Contractor along with contact names and telephone numbers for all County Privacy Officers.

24. BUSINESS ASSOCIATE ADDENDUM *If applicable (Outside Agency)*

Each Party agrees to execute the Business Associate Addendum attached hereto as **Exhibit "F"**, which covers obligations under HIPAA and HITECH, so that County may comply with its obligations under the HIPAA laws and Regulations.

25. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

26. SEVERABILITY

Should any part, term, portion, or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, such portions, or provisions shall be deemed severable and shall not be affected thereby, provided remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first instance.

27. COMPLIANCE WITH LAW

Contractor shall observe and comply with all applicable County, State and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

28. CAPTIONS AND INTERPRETATION

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

29. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

30. COUNTERPARTS

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

31. NONDISCRIMINATION

Neither Contractor, nor any officer, agent, employee, servant or subcontractor of Contractor, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of age, sex, color, disability, national origin, race, marital status, sexual orientation, religion, political affiliation, or any other classification protected by law, either directly, indirectly or through contractual or other arrangements as described in CDSS Manual of Policies and Procedures, Chapter 21. Contractor will further adhere to all mandated requirements as described in the CDSS Manual of Policies and Procedures, Chapter 21, including but not limited to, Section 21-117 Staff Development and Training. A copy of CDSS Manual of Policies and Procedures, Chapter 21 can be found at: www.cdss.ca.gov/inforesources/civil-rights.

Contractor understands and acknowledges that its assurance is given in consideration of and for the purpose of receiving compensation for service as provided in this Agreement, which compensation is funded through federal and State assistance. In the event County is subject to any fiscal sanction or other legal remedies as a result of Contractor's failure to comply with the requirements of this section, Contractor shall indemnify and hold harmless County from any such fiscal sanction or other legal remedy imposed against County as provided in the indemnification provisions of this Agreement. Contractor shall participate in and pay County's costs incurred in County's defense in any judicial or administrative hearing or process to determine where a violation of this section has occurred.

Contractor acknowledges that the County, as a recipient of such funding, is obligated to comply with State and federal requirements regarding nondiscrimination, as evidenced by form CR-50, Assurance of Compliance, (**Exhibit "E"**). By signing this Agreement, Contractor, as a recipient of such funding through the County, shall be equally bound to comply with each and every requirement set forth therein.

32. AUDIT, INSPECTION, AND RETENTION OF RECORDS

Contractor agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Contractor shall submit Reporting Package of a single audit performed by an Independent Certified Public

Accountant (CPA) as required by law and permitted by 2 CFR 200 Subpart F when aggregate federal funding is \$1,000,000 or more in a fiscal year to the Federal Audit Clearinghouse. Additionally, Contractor shall provide copy of single audit to the County at:

internalaudit@kerndhs.com

If aggregate federal funding is less than \$1,000,000 in a fiscal year, Contractor must provide County with a letter stating the amount of aggregate federal funding received. Contractor shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records or personnel or other data related to all other matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years from the date of final payment under this Agreement, or until after the conclusion of any fiscal audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

33. DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS

- A. Contractor certifies to the best of its knowledge and belief, that it and its subcontractors [45 CFR 92.35]:
1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; and
 2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
 5. Contractor shall report immediately to the County in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

- B. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractor's debarment/suspension status.

34. CAPITAL ASSET EQUIPMENT

- A. At termination or completion of this Agreement, Contractor shall dispose of all "non-expendable equipment" which was purchased wholly or in part with federal or state funds, in accordance with federal, State and County procedures. If said equipment is to continue to be used by Contractor, said equipment, shall remain with and continue to be used by Contractor subject to DHS's written consent.
- B. Unless otherwise provided for in this Section, property refers to all assets used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.
- C. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
 - 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - 3. All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- D. Contractor shall maintain an inventory list of tangible capital assets at \$5,000 or more and intangible (Equipment Inventory valued between \$1,000 and \$4,999. Property purchased with funds from this Agreement or any predecessor Agreement for the same purpose. For the purposes of this section equipment is defined as moveable personal property with a useful life of one year or longer and has a value in excess of \$1,000. The list will be transmitted in an excel document. The transmittal shall occur at fiscal year-end within 25 days and at the permanent closeout of the Agreement to:

DHSContracts@kerndhs.com

A cumulative inventory of all property furnished or purchased by Contractor with funds awarded under the terms of this Agreement or any predecessor Agreement

for the same purpose.

Contractor shall record the following information when property is acquired:

1. Date acquired on site.
2. Item description (include model number).
3. Tag number or other tag identifier.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Location
7. Condition

35. LOBBYING CERTIFICATION

Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any person for influencing or attempting to influence an officer or employee of any federal agency, 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, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

36. POLITICAL OR RELIGIOUS ACTIVITY

No person performing any service or providing any goods designated under this Agreement shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds

nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office.

Notwithstanding the foregoing, nothing in this Agreement shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Agreement.

37. NON-COLLUSION COVENANT

Contractor represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County. Contractor has received from County no incentive or special payments or considerations related to the provision of services under this Agreement.

38. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement shall be strictly reserved to County and Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Contractor that any such person or entity, other than County or Contractor, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

39. SIGNATURE AUTHORITY

Each Party represents that they have full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

40. EXHIBITS

Each Exhibit attached to this Agreement is incorporated into this Agreement by reference.

[Remainder of this page is intentionally left blank]



WILL LIGHTBOURNE
DIRECTOR

EXHIBIT "C"
STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



EDMUND G. BROWN JR.
GOVERNOR

March 13, 2018

ALL COUNTY LETTER (ACL) NO. 18-25

TO: ALL COUNTY WELFARE DIRECTORS
ALL CHIEF PROBATION OFFICERS
ALL MENTAL HEALTH DIRECTORS
ALL COUNTY ADOPTION AGENCIES
ALL ADOPTION DISTRICT OFFICES
ALL GROUP HOME PROVIDERS
ALL FOSTER FAMILY AGENCIES
ALL TITLE IV-E AGREEMENT TRIBES ALL
OUT-OF-STATE GROUP HOMES

SUBJECT: IMPLEMENTATION OF THE INTENSIVE SERVICES FOSTER CARE
(ISFC) PROGRAM

REFERENCE: [ASSEMBLY BILL \(AB\) 404, CHAPTER 732, STATUTES OF 2017;](#)
HEALTH AND SAFETY CODE (HSC) SECTION [1517](#), WELFARE
AND INSTITUTIONS CODE SECTIONS [16519.5](#), [17731](#), [18360](#),
[18360.05](#), [18360.10](#), [18360.15](#), [18360.25](#), [18360.35](#), [ACL NO 16-10](#),
[ACL NO. 16-84](#), [ACL NO. 17-11](#), [ACL NO.17-75](#), [ACL NO. 17-111](#),
[ACL NO. 18-06](#), [ACL 18-06E](#), [ACL NO.18-09](#)

The purpose of this ACL is to inform and provide instructions to counties and providers implementing an ISFC program. The ISFC program is intended to serve children/youth who require intensive treatment and behavioral supports, as well as children/youth with specialized health care needs and including those served under Intensive Treatment Foster Care (ITFC). An eligible child for ISFC is a child or non-minor dependent in foster care who requires a higher level of care of supervision as determined by the Level of Care (LOC) Rate Determination Protocol (Protocol).

Eligible Families

An ISFC resource family means a resource family as defined in WIC Section [16519.5](#) or HSC Section [1517](#) and until December 31, 2019, includes a licensed foster family home or a certified family home of a licensed Foster Family Agency (FFA). Non-related legal guardians and Kinship Guardianship Assistance Payment families are not eligible to become ISFC resource parents.

Counties are encouraged to assess the capacity of their relative homes in collaboration with the FFAs to determine what strategies are effective to recruit, develop, support and/or train relatives as ISFC resource parents.

Program Description

The goal of the ISFC program is to ensure that youth in foster care receive the services they need in a home-based family care setting or to avoid or exit a short-term residential therapeutic program, group home (GH), or out-of-state GH care. The program requires specially trained resource parents and professional and paraprofessional support. Consistent with Continuum of Care Reform, the ISFC program provides core services and supports to a child/youth in foster care. These core services may include, but are not limited to arranging access to mental health treatment, providing trauma informed care and providing transitional support from foster placement to permanent home placement. Services needed by children and youth in the ISFC program who meet the eligibility criteria under other applicable publicly funded programs, including, but not limited to, mental health, education and health services shall have these services arranged for by the FFA or a County.

The role of an ISFC resource parent requires a significant commitment of time, involvement and responsibility that includes participating as an integral part of the child/youth's team. ISFC resource parents must have the ability to meet the individual intensive care needs of children/youth in this program. The ISFC program also creates an opportunity for the counties and agencies to apply promising and evidence based practices for child welfare and probation youth placed in this level of care such as but not limited to wraparound, Functional Family Therapy or Multi-Systemic Therapy.

The Role of the Child and Family Team (CFT)

Beginning January 1, 2017, placing agencies were required to convene a Child and Family Team (CFT) for all children/youth in foster care per [ACL 16-84](#). The CFT process is intended to give children/youth, and families an opportunity to provide meaningful input into their case plans, which includes placement decisions as well as services and supports. Information gathered from the CFT is extremely important when identifying initial and ongoing needs of the child/youth. A CFT meeting will be convened to discuss any placement changes and service needs for a child or youth. The team must be consulted to identify the most appropriate placement of the child or youth, while always considering the least restrictive placement option. In addition, the CFT meeting can also provide useful information that may inform the LOC Protocol regarding the care

and supervision needs for a child/youth. The ISFC level of care is part of the LOC Protocol.

Service Delivery Models

There are two ISFC service delivery models:

- The FFA model is delivered through a licensed FFA or a county licensed by the Department to run a FFA.
- The public delivery model defined as an ISFC program directly operated by a county as a governmental program.

All ISFC programs, including counties opting to operate a public delivery model must comply with the applicable ISFC statutes and the instructions in this letter.

ISFC Program Responsibilities

This section describes the program responsibilities for FFAs, and for County Welfare or Probation Departments interested in operating an ISFC program.

FFAs Operating an ISFC Program will:

- Identify how they will recruit and train ISFC resource parents.
- Accept children/youth for placement that require the intensive services and supports as described in the program statement.
- Provide placement matching between eligible children/youth with ISFC resource families.
- Provide the necessary core services and supports that are identified in the individual needs and services plan.
- Provide core services and supports either directly or by the FFA, County or secured through agreements with other agencies.
- Have the necessary professional and paraprofessional support staff.
- Have social work staff with a master's degree to provide case coordination for eligible children/youth.
- Ensure all training requirements are met (see Training Section in this ACL).
- Develop the child/youth's needs and services plan in coordination with the child/youth's case worker, ISFC resource parent and CFT.

FFAs may employ client support staff as need and appropriate.

Counties operating an ISFC Program as a Public Delivery Model will:

- Identify how they will recruit and specially train ISFC resource parents.
- Have the necessary professional and paraprofessional staff.

- Provide placement matching between eligible children/youth with foster care resource families.
- Have social work staff with a master's degree to provide case coordination for eligible children/youth.
- Ensure all training requirements are met (see Training Section in this ACL).

Counties operating this model may utilize the child/youth's case plan as the individual needs and services plan and core services may be provided either directly by the County or secured through agreements with other agencies.

ISFC and Therapeutic Foster Care (TFC)

Therapeutic Foster Care (TFC) is available as an Early and Periodic Screening, Diagnostic and Treatment, Specialty Mental Health Service (SMHS) to children/youth who are under the age of 21, who are Medi-Cal eligible and meet medical necessity criteria. TFC is a short-term, intensive, highly coordinated, trauma-informed and individualized intervention, provided by a TFC parent, and other SMHS providers associated with the TFC Agency, to a child or youth who has complex emotional and behavioral needs.

An ISFC resource parent may become a TFC parent if the ISFC resource parent meets all of the TFC requirements, including, but not limited to completing specific training, and is working under the supervision of a TFC Agency. Additional information about TFC such as TFC parent and TFC Agency requirements can be found in [ACIN-I-0517/MHSUDS IN 17-009](#) and in the recently released [Medi-Cal Manual](#) for Intensive Care Coordination, Intensive Home Based Services, and TFC Services for Medi-Cal Beneficiaries, Third Edition.

The ISFC program is for child welfare or probation youth that are in foster care and is distinct from TFC which can be provided to any Medi-Cal beneficiary who meets specific eligibility criteria. A resource parent may be a TFC parent without becoming an ISFC resource parent.

LOC Rate Determination Protocol (LOC Protocol) Static Criteria and ISFC

As described in [ACL NO. 17-11](#), when a child requires an immediate placement based on the static criteria behavioral identifiers or situations in the LOC Protocol, the Social Worker/Probation Officers may make an immediate/urgent placement at the ISFC level to ensure the safety of a child/youth pending a LOC rate determination. As a part of the LOC Protocol rate structure, the ISFC LOC identifies the higher levels of intensive care home based and supervision expectations to address the child/youth's complex and/or special health care or medical needs. Static criteria may be used for immediate

placement needs and does not assume the child/youth will remain at the ISFC level rate once the initial LOC rate determination is completed. Counties will be able to better

assess the placement needs and stabilize the placement while maintaining the child/youth safely in a home-based family setting.

The placing agency may initially pay an ISFC rate up to 60-days, for a child/youth who meets one or more of the static criteria. The care needs as presented based on the static criteria behavioral identifiers or situations must have occurred within the preceding 12 months. The initial 60-day placement may be extended an additional 60-days upon local county manager approval. The approval of additional 60-day option should only be exercised when no other appropriate and safe Home Based Family Care (HBFC) placements can be found. This type of immediate/urgent placement of the child/youth in a HBFC setting must be with a resource parent who is able to provide the care needs of the child/youth and has the capacity to be trained and meet the skill level required of an ISFC resource parent.

The training requirements for a resource parent who accept an urgent/immediate placement based on the static criteria must meet the training requirements outlined below.

ISFC Resource Parent Responsibilities and Capacity

An ISFC resource parent must:

- Participate in the development of the child/youth's plan.
- Complete all pre-placement and on-going specialized training needed to provide care and supervision for ISFC eligible child/youth. (see Training section in this ACL).
- Ensure the well-being of the child/youth, and participate in the implementation of the child/youth's needs and services plan, including participating as part of the Child and Family Team.
- Meet all requirements of the Resource Family Approval (RFA) Program.

The ISFC program allows for no more than two children/youth in foster care, one or both of whom may be an ISFC eligible child placed in an ISFC resource family home. In order to accommodate sibling group placements when at least one sibling (but no more than two) is identified as an ISFC child/youth, there can be no more than a total of five foster children in an ISFC resource family home. Prior to placement of a second ISFC child/youth, or any subsequent children/youth or sibling placement, a licensed FFA operating an ISFC program must provide each county placing agency with a written assessment of the risk and compatibility of placing subsequent foster children. Placement may then be made, if approved, by the county placing agency involved, considering the recommendations of the CFT.

ISFC Resource Parent Training

ISFC resource parents are required to complete 40 hours of pre-placement training. Those who have completed 12 hours of preapproval caregiver training during the RFA process only need an additional 28 hours to complete the required 40 hours of preplacement training. For a FFH or Certified Family Home, up to 12 hours of preplacement training as required by HSC Section [1517](#) may be counted towards the 40-hour requirement. Finally, if the ISFC resource family is caring for children with special health care needs, training hours may be satisfied on an hour-by-hour basis for the training received pursuant to WIC Section [17731\(c\)](#).

In a two-parent household, placement of an eligible child may be made once at least one of the resource parents has completed 40 hours of pre-placement training as long as the second parent has completed 20 hours of pre-placement training. In such a circumstance, the second parent must complete the remaining 20 hours of preplacement training within 12 months of placement of the child.

The 40 hours of pre-placement training must include information relating to working with children who have experienced trauma, behavior de-escalation techniques and cardiopulmonary resuscitation and first aid. The pre-placement training may be customized to each resource parent based on the child the family intends to serve. Additional pre-placement training subject matter topics may be required by the county placing agency, depending on the special needs of an eligible child/youth to be placed with the ISFC resource family.

Ongoing Training

ISFC resource parents must complete 24 hours of ongoing training within 12 months of the placement of an eligible child/youth, and 12 hours per year for each year thereafter. Eight hours of this required training may be satisfied each year through annual RFA caregiver training or, for FFHs or Certified Family Homes, annual training received required by that licensure or certification. As with initial training, if the ISFC resource family is caring for children with special health care needs, training hours may be satisfied on an hour-by-hour basis for the training received pursuant to [WIC Section 17731\(c\)](#).

For two-parent ISFC resource families, at least one of the parents must complete 24 hours of training within 12 months of the placement. Additionally, each parent must complete 12 hours per year for each year thereafter.

When an ISFC Level Placement is Made Before Pre-placement Training is Completed

A resource parent that has not completed the required ISFC training may accept an eligible child/youth or retain a child/youth identified as an eligible child/youth subsequent to placement under the following conditions:

- In a one-parent household, the resource parent must complete the 40 hours of required pre-placement training within 120 days after the placement, or identification, of an eligible child/youth.
- In a two-parent household, one of the parents must complete the 40 hours of required pre-placement training within 120 days after the placement, or identification, of an eligible child/youth. Additionally, the other resource parent must complete the initial 20 hours of pre-placement training within 180 days from the placement, or identification, of an eligible child/youth and complete the remaining 20 hours of preplacement training within 12 months of the placement. The other parent shall not be required to complete the 24 hours of ongoing training.
- Placement, or identification, of the eligible child is made pursuant to the LOC protocol to meet the urgent placement needs of the child.
- The county-placing agency must provide or arrange for any necessary services and supports to a child/youth in a resource family pending the family's transition to an ISFC resource family, or a placement change.

Health Care Professional Training

No resource parent or FFA staff who is a health care professional caring for a child with a specialized health care needs shall be required to complete any training or additional training determined by the responsible individualized health care plan team to be unnecessary on the basis of his or her professional qualification and expertise. Training hours may be satisfied on an hour-by-hour basis by the training received pursuant to WIC Section [17731\(c\)\(6\)](#).

For ISFC Client Support Staff working with children with special health care needs, ISFC training may also be satisfied on an hour-by-hour basis in accordance with training received pursuant to WIC Section [17731\(c\)](#) or as required by the licensing board within their scope of practice.

Agency and County Staff Training

Eight Client Support Staff are professional and paraprofessional staff or contractors who meet the experience and education requirements of WIC Section [18360.10\(c\) \(2\), \(3\), and \(4\)](#), and are operating within the scope of practice of their license or certification. These staff can provide individualized support and services to the eligible child/youth and other individuals, as approved by the placing agency and informed by the CFT. Client support staff may include, but are not limited to, classifications such as behavioral specialists, family support specialists, family specialists, or parent partners. Client support staff training hours remain the same as in the previous ITFC programs, but training subjects can be expanded to include training tailored to specific populations.

Client support staff shall have at least one of the following:

1. A minimum of a bachelor's degree and six months of experience in working with children/youth who have serious emotional or behavioral needs or children/youth who have special needs including, but not limited to, intensive medical needs or
2. A minimum of an associate's degree and one year of experience in working with children/youth who have serious emotional or behavioral needs, or children/youth who have special needs including, but not limited to, intensive medical needs.

The Department may waive the educational requirements described in 1 or 2 above for client support staff who have direct client supervision with at least two years of experience working with children/youth who have serious emotional or behavioral needs, or children/youth who have special needs including, but not limited to, intensive medical needs, and who have demonstrated a combination of education, skills, and experience that meets the specific needs of the target population, including, but not limited to, cultural and linguistic needs.

For ISFC client support staff who are also health care professionals working with children with special health care needs, ISFC training may also be satisfied on an hourly-hour basis in accordance with training received pursuant to WIC Section [17731\(c\)](#), or as required by the licensing board within their scope of practice.

For a Public Delivery Model, if client support staff are hired, the support staff must have 40 hours of training to include, but not limited to, working with children/youth who have experienced complex trauma. If client support staff have completed the Child Welfare Services Core Training curricula, then this initial training requirement would be met.

ISFC RATE

Effective December 1, 2017, all ITFC and Treatment Foster Care Oregon Model (TFCO) [previously known as Multi-Dimensional Treatment Foster Care (MTFC)] providers were paid the ISFC rate as displayed in [ACL 17-75](#), Table H. Counties can continue to place ISFC children/youth with existing ITFC providers while the FFAs convert to the ISFC program. FFA Certified or RF approved parents in an existing ITFC Program should already be receiving the current ISFC rate of \$2,410.

The LOC Protocol identifies the care and supervision needs for the child/youth and the resource parents level of expected supervision and supports. The LOC Protocol is

being implemented with the FFAs as outlined in [ACL NO. 18-06](#) and [ACL 18-06E](#). The LOC Protocol has been available for use by FFAs since March 1, 2018.

FFA and County Process for Submitting ISFC Program Statements/Program Descriptions

Existing FFAs that have transitioned from an ITFC to an ISFC program, and FFAs interested in implementing the ISFC program, must submit an amended FFA Program Statement Template that is updated to include the new ISFC requirements to the Foster Care Rates Bureau (FCRB). The FFA is only required to submit section 35 of the FFA Program Statement. The ISFC Section 35 of the [Program Statement template](#) should be sent to the California Department of Social Services FCRB via email to: Fosterca@dss.ca.gov. The emailed copy must have the ISFC provider's name as part of the file name to identify which provider the ISFC FFA Program Statement belongs to. A hard copy of the amended program statement must to be sent to the applicable Community Care Licensing [Children's Residential Regional Office](#).

FFAs that are new ISFC programs and that were not prior ITFC providers will receive an ISFC rate approval and issued a rate letter, and a program number from FCRB. The effective date of the rate will correspond with the date the ISFC program is approved.

Counties that are not operating as a FFA and intend to opt-in as an ISFC public delivery model shall submit an ISFC Program Description to the Department, (See Attachment). The Program Description captures how a county will meet the ISFC requirements as outlined in this letter. The County ISFC Program Description is to be emailed to Fosterca@dss.ca.gov.

Inquiries

If you have any questions regarding the rates policy information in this ACL, please contact the FCRB at (916) 651-9152 or send emails to Fosterca@dss.ca.gov .

Sincerely,

Original Document Signed By:

GREGORY E. ROSE
Deputy Director
Children and Family Services Division

c: CWDA
Attachment

ATTACHMENT

County Name: _____

PUBLIC DELIVERY MODEL ISFC PROGRAM DESCRIPTION

A. Program Goals [Reference: WIC 18360.10]

1. Identify Program goals to ensure ISFC Resource Parents are carefully selected, trained, supervised, and matched with a child or nonminor dependent.
2. Describe how the ISFC program will target and support children or nonminor dependents who required a higher level of intensive services and supports.
3. Describe procedures to request CFTs as needed, including whenever there is a risk of placement disruption.

B. Training Requirements [Reference: WIC 18360.10(b)]

- Describe how ISFC Resource Parents will be trained. Identify other ISFC training requirements consistent with WIC 18360.10(b) to include initial and any ongoing training for ISFC Resource Parents.

C. ISFC Core Services and Supports [Reference: WIC 18360.10(c)]

1. Describe core services and supports and how they will be provided or arranged to support children and non-minor dependents, including culturally relevant services.
2. Describe how a County shall arrange for services for children and youth in the ISFC program who meet the eligibility criteria under other applicable publicly funded programs, including, but not limited to, mental health, education and health services
3. Identify the staff delivering core services and supports and manner in which they will be delivered.

D. Staffing Requirements [Reference: WIC 18360.10(c)]

1. Identify how social work staff with a Master's degree will provide case coordination for ISFC eligible child/youth

E. Staff Training Requirements [Reference: WIC 18360.10(c)]

- Ensure staff training requirements meet ISFC requirements set forth in ISFC statute

F. Needs and Services Plan [Reference: WIC 18360.15(a)]

Counties may utilize the child/youth's case plan as the individual needs and services plan.

Exhibit "D"

**VENDOR ASSURANCE OF COMPLIANCE WITH
THE KERN COUNTY DEPARTMENT OF HUMAN SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED
PROGRAMS**

NAME OF VENDOR/RECIPIENT _____

HEREBY AGREES THAT it will comply with Title VI and VII 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; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic 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 42], 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 ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief 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 GIVE 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 VENDOR/RECIPIENT 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 vendor/recipient 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 vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Exhibit “E”

The Department of Human Services (DHS) entered into a Memorandum of Understanding with the California Department of Healthcare Services (DHCS), effective September 2, 2016, and with the California Department of Social Services (CDSS), effective May 18, 2017, regarding the protection of Personally Identifiable Information (PII) that we share with our Contractors. The definition of PII covered by these MOUs refers to “specific information about an individual used to trace that individual’s identity. Information such as his/her name, Social Security number (SSN), date and place of birth, mother’s maiden name or biometric records, alone, or when combined with other personal or identifying information is linkable or linked to a specific individual’s medical, educational, financial, and employment information.”

DHS’ agreements with these entities require DHS to provide a copy or access to both MOUs as well as the Technical System Security Requirements (TSSRs) and the National Institute of Standards and Technology (NIST) to each Contractor. DHS is required to inform Contractors of the specific information that applies to those who receive and send PII information and will provide training materials to assist the Contractors in initial and annual training requirements. Information to obtain copies of the confidential MOUs and security documents, as well as training materials, via secure file transfer, will be provided upon request by contacting BAAContracts@kerndhs.com. **You may not post any of the MOUs or the TSSR/NIST documents in a public place as specified by the Social Security Administration.**

Below are highlights of requirements outlined in the Agreement. This is not a comprehensive list, so please ensure you are familiar with responsibilities outlined in the Agreement relating to PII.

- All Contractors must provide the Department of Human Services with a list of their employees who will have access to PII information exchanged under its Agreement. Please send listing to BAAContracts@kerndhs.com.
- If there is a data breach of your technical system or any loss of PII information by you or your staff, this must be immediately reported to the Department of Human Services Security Officers. You must work with the Department’s Security Officers to determine if the breach is reportable to the State and provide evidence and a report of how the loss occurred, if requested.
- It is important to note that any PII violation carries civil and criminal sanctions for Contractors as well as employees if the SSA information is used in a manner or purpose not authorized under your Agreement with the County. Additionally, violations may result in a suspension of all SSA related documents being provided to the Contractor.

The Department of Human Services is committed to protecting all PII information that is shared with Contractors and trust Contractors share in this commitment.

Department of Human Services Security Officers:

- Technology Services Manager (661-334-3432) BAAContracts@kerndhs.com
- Human Resources Manager (661-633-7373) BAAContracts@kerndhs.

Exhibit "F"

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") supplements and is made a part of the contract ("Contract") by and between County of Kern, by and through the Department of Human Services ("CE") and _____ ("BA").

RECITALS

- A. CE wishes to disclose certain information, some of which may constitute Protected Health Information ("PHI") (defined below), to BA pursuant to the terms of the Contract.
- B. 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.
- C. 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(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. **Definitions**

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in

reference to the party to this agreement, shall mean the name of the Business Associate listed above.

- (b) Covered Entity. “Covered Entity” or “CE” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Kern County Department of Human Services.
- (c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- (d) **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.
- (e) **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164 (Subparts A and E).

2. **Obligations and Activities of Business Associate**

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available protected health information in a designated record set to the “covered entity” as necessary to satisfy covered entity’s obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR

164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

- (g) Maintain and make available the information required to provide an accounting of disclosures to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- (h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

- (a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the attached Agreement
- (b) Business associate may use or disclose protected health information as required by law.
- (c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
- (d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below.
- (e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.
- (f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- (b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- (c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.
- (d) **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [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)].
- (e) **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. § 164.504(e)(2)(ii)(D); 45 C.F.R. § 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 (see 45 C.F.R. §§ 164.530(f) and 164.530(e)(1)).
- (f) **Amendment of PHI.** If applicable within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any 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. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

- (g) **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable 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 or 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 and is subject to this requirement. 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. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.
- (h) **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 the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- (i) **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- (j) **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action

pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

- (k) **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE'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 the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and shall attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- (l) **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE 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; 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 County's enforcement rights under the Contract or Addendum, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- (a) **Material Breach.** 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)].

- (b) **Judicial or Administrative Proceedings.** 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 been joined.
- (c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in this Agreement above which applied prior to termination; and
5. Return to covered entity or, if agreed to by covered entity, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

4. **Indemnification**

BA agrees to indemnify, defend and hold harmless CE and CE's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by CE, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any negligent act or omission of BA or BA's officers, agents, employees, independent BAs, sub-contractor of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the

property of CE; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of BA by any person or entity.

5. **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.

6. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

7. **Amendment**

a. **Amendment to Comply with Law.** 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 Privacy Rule, the Security Rule and other applicable 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 an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule 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.

8. **Assistance in Litigation or Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE. at no cost to County, to testify as witnesses, or otherwise, in the event of

litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, The Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

9. 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 County, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. 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.

11. 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 Privacy Rule and the Security Rule. 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 Privacy Rule and the Security Rule.