



SAN FRANCISCO HUMAN SERVICES AGENCY

Department of Benefits and Family Support

Department of Disability and Aging Services

Office of Early Care and Education

P.O. Box 7988 San Francisco, CA 94120-7988 www.SFHSA.org

MEMORANDUM

TO: HUMAN SERVICES COMMISSION
THROUGH: TRENT RHORER, EXECUTIVE DIRECTOR
FROM: JOAN MILLER, DEPUTY DIRECTOR; ESPERANZA ZAPIEN, DIRECTOR OF CONTRACTS
DATE: NOVEMBER 12, 2021
SUBJECT: STATE AGREEMENT FOR THE PROVISION OF LEGAL CONSULTATION AND REPRESENTATION FOR THE RESOURCE FAMILY APPROVAL PROGRAM

AGREEMENT TERM: 7/1/21-6/30/24

AGREEMENT AMOUNT: New \$0, Contingency \$0, Total \$0

ANNUAL AMOUNT: FY20-21 \$0, FY21-22 \$0, FY22-23 \$0

FUNDING: County \$0, State \$0, Federal \$0, Contingency \$0, Total \$0

PERCENTAGE:



London Breed Mayor

Trent Rhorer Executive Director

The Department of Benefits and Family Support (BFS) requests retroactive authorization to enter into an agreement with the California Department of Social Services for the period of July 1, 2021 to June 30, 2024, and for Trent Rhorer to sign on behalf of the Human Services Agency. This agreement covers the provision of legal and other services related to the Resource Family Approval Program (RFA)

While there is no cost for this service, the state requires approval by a Commission or Board that authorizes the Executive Director to sign on behalf of the county. As the Human Services Commission approves the Executive Director to sign legal agreements on behalf of the agency, the Commission is the appropriate body to approve Trent Rhorer to sign on behalf of HSA and the County. The Commission previously approved the last agreement in July, 2020

### **Background**

The Resource Family Approval Program (RFA) was started in San Francisco in August, 2014 to create consistent standards for the approval of relative, foster and adoptive homes. San Francisco was an early implementer in California. The state mandated RFA for all counties starting January 2017. The concept of RFA was to replace separate approval processes for relative, foster, legal guardianship, and adoptive placements and create one consistent process and standard for all placements. In addition to ensuring the same safety and permanency standards for different types of placements, the RFA concept made it easier to move towards adoption as the relative or family home has already met the standard for an adoptive placement. During the RFA process, applications are sometimes denied or rescinded. Additionally, waivers for a criminal record exemption are sometimes denied or rescinded. If an application or waiver is denied or rescinded, the county sends a Notice of Action (NOA) and the applicant is entitled to an appeal process. Through this agreement, the state offers legal consultation and representation to the counties, including San Francisco, on legal matters that arise pertaining to the RFA appeals and related matters. These legal services have been provided by the state since the start of the SF RFA Program in 2014. Prior to RFA, the state provided legal representation services for foster care licensing approvals and actions.

### **Services to be Provided**

CDSS will provide the following services:

- 1) Legal consultation and representation on RFA notice of actions including on denials or rescissions of approvals and criminal record exemptions.
- 2) Consultation and representation on requests for information, placement issues, CACI grievance hearings, temporary suspension orders, actions on complaint investigations, and other matters related to the RFA program.
- 3) Representation at prehearing conferences, settlement conferences, and other hearings.

- 4) A county liaison for informal consultation.
- 5) Monthly consultation meetings to discuss pending actions and appeals.

### **County responsibilities**

The county is responsible for the following:

- 1) Serving Notice of Actions and operating the RFA program in accordance with the Welfare and Institutions Code.
- 2) Consulting with CDSS prior to denying applications or rescinding approvals for RFA homes and also waivers of criminal exemptions.
- 3) Coordinating administrative actions related to the NOA appeal process.
- 4) Complying with state requirements regarding the NOA appeal process.
- 5) Preparing a statement of facts and other documents in working with the CDSS Legal Division.
- 6) Obtaining court, law enforcement and other documents as required by the CDSS Legal division.

### **Selection**

CDSS provides legal services for all CA counties related to RFA as part of its operation of the State RFA program. This helps create consistent standards and adherence to state regulations by all counties.

### **Funding**

There is no cost attached to this service.

### **ATTACHMENTS**

Standard Agreement 21-5041 between the California Department of Social Services and the San Francisco Human Services Agency

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-5041

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

County of San Francisco Health & Human Services Agency

CONTRACTOR NAME

California Department of Social Services

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$0.00

Zero Dollars and 00/100

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	24
Exhibit A - Attachment 1	General Terms and Conditions	8
Exhibit A - Attachment 2	Information Security Requirements	2
+ Exhibit A - Attachment 3	State of California Public Liability and Workers' Compensation Insurance	1
+ Exhibit A - Attachment 4	State of California Automobile Liability/Physical Damage	1
+ Exhibit B	Budget Detail and Payment Provisions	6

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

California Department of Social Services

CONTRACTOR BUSINESS ADDRESS

744 P Street, M.S. 9-6-747

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Marissa Enos

TITLE

Section Chief, Contracts and Purchasing Bureau

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

SCO ID: 5180-215041

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-5041

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

County of San Francisco Health & Human Services Agency

CONTRACTING AGENCY ADDRESS

P.O. Box 7988

CITY

San Francisco

STATE

CA

ZIP

94120

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

### Budget Review Sheet

**To:** Mikaela Mamola **Assignment #:** \_\_\_\_\_ **Contract #:** 21-5041  
Contract Officer **Form 704** Form 944 **Form 704** Form 944  
**From:** Olivia Thomas **Date Received:** 3/10/2021 **Date Due:** 3/24/2021  
Budget Bureau Phone No. 653-1919

**Contracting Parties:** County of San Francisco Health & Human Services Agency  
**Subject:** To support Continuum of Care Reform RFA. Activities- Legal Services.

#### FUNDING INFORMATION

**Contract Term:** 7/1/2021 - 6/30/2023 **Contract Amount:** \$0.00

Ref	Fund Type	Fund Account	Alt Account	FISCAL Coding/Funding Information			Reporting Structure	Service Location	Fiscal Year	
				Program	PC Bus	Project			21-22	22-23
001	0001	General	5340580	5340580000	9999	N/A	42148	21-22	22-23	23-24
								Chp ___/21, Stat 2021	Chp ___/22, Stat 2022	Chp ___/23, Stat 2023
								\$ -	\$ -	\$ -
<b>Total Funding</b>								\$ -	\$ -	\$ -

Acceptable as is  Disapproved  Additions/Revisions  No impact to my area

**Comments** \_\_\_\_\_

**Form 944 Final Signature:** Joey Cook **Date:** 3/18/21  
 \*\*\*\*\*  
 Copy of Review Response to Analyst  Copy of Contract to Analyst

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

This Agreement is entered into by and between the California Department of Social Services, hereinafter referred to as the CDSS, and the County of San Francisco, hereinafter referred to as the County, for the purpose of establishing the responsibilities of the CDSS and the County in the provision and receipt of certain services, including legal consultation and legal representation in administrative action appeals as described within section III of this Agreement, associated with the Resource Family Approval (RFA) program of the County child welfare services agency and the State of California, pursuant to California Welfare and Institutions Code section 16519.5 et seq. Hereinafter, the County and CDSS may be referred to collectively as the "Parties", or individually as a "Party". If identified below in Section VII, the CDSS and County have agreed that certain services for the family evaluation, complaint investigations or home health and safety assessments shall be provided as described in Sections IV, V and VI of this Agreement.

I. Background

The RFA program was created to provide a unified, family-friendly, and child-centered process to replace the multiple processes for licensing foster homes, approving relatives and nonrelative extended family members as foster care providers, and approving adoptive families; establish a single set of standards for approvals which allow for the safety, permanence, and well-being needs of the children who have been victims of child abuse and neglect; reduce the use of congregate care placement settings; and decrease the length of time for each child to obtain permanency. Pursuant to Government Code section 30029.7, subdivision (a)(3), the County and CDSS may enter into an agreement for CDSS to provide services or activities related to RFA. The County and CDSS have identified certain services or activities to be provided by CDSS in order to expedite the delivery of services to children and nonminor dependents who reside or may reside in a resource family home.

II. Definitions

- A. "County" means the largest political division of the State having corporate powers, wherein the County's powers are exercised through its board of supervisors or through agents and officers acting under the authority of the board or authority conferred by law (Govt. Code § 23000 et seq.). As used in this Agreement, the County includes agents, officers, directors, and County employees who conduct RFA activities on behalf of the County, as described in Welfare and Institutions Code section 16519.5 et seq.
- B. "Resource Family Approval" or "RFA" program means the program wherein an applicant seeks to meet the home environment assessment and permanency assessment standards of the State of California as set forth by CDSS, with an

**EXHIBIT A**  
**(Standard Agreement)**

approval provided by the County or applicable Foster Family Agency. This approval is in lieu of the existing foster care license, relative or nonrelative extended family member approval, and the adoption home study.

- C. "Respondent" means an applicant, resource family parent, or individual who has been served with a Notice of Action and is the subject of an administrative action. For matters that shall be heard by the CDSS State Hearings Division, a "Respondent" also means a "claimant," as defined in CDSS Manual of Policy and Procedures section 22-001.
- D. "Written Directives" (WDs)<sup>1</sup> means the written processes, standards, and requirements issued by the CDSS to implement the RFA Program. (See WDs section 3-01(a) (101). The WDs have the same force and effect as regulations; ensure that a county uses the same standards for RFA; and ensure that a county does not implement policies or procedures that conflict with or attempt to supersede the WDs; (WDs section 2-01.)

III. Legal Consultation and Legal Representation on Appeals/State Hearings Division (SHD) and Office of Administrative Hearings (OAH)

- A. Role of the CDSS Legal Division in the Provision of Legal Consultation and Legal Representation on Appeals:
  - 1. The CDSS Legal Division shall act as the sole legal representative on behalf of the County in the provision of legal consultations and legal representation on appeals to an RFA Notice of Action. The County is the client and is the final decision maker on decisions affecting the legal rights of the County.
    - a. The Parties shall maintain confidentiality in all communications in accordance with any applicable confidentiality laws, privacy laws, and laws governing attorney-client relationships.
      - (1) For the purposes of this section, the County shall ensure that the agents, directors, officers, and employees of the County who conduct RFA activities on behalf of the County, are familiar with and follow applicable laws for privacy and confidentiality, as well as protect and maintain the confidential nature of the communications created by attorney-client relationships, including, but not limited to, Evidence Code section 952 and applicable case law.

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<sup>1</sup> Version 7 of the Written Directives was used as a reference in creating this Agreement. The Written Directives may be revised by CDSS during the term of this Agreement and shall be in effect from the date of revision.



**EXHIBIT A**  
**(Standard Agreement)**

2. Except as otherwise provided in this section, the CDSS Legal Division shall represent the County on all appeals to an RFA Notice of Action for denial or rescission of resource family approval, denial or rescission of a criminal record exemption, or exclusion of an individual and shall appear on behalf of the County at all proceedings related to such actions that are heard by the SHD or the OAH. Nothing in this section shall preclude a County representative from being present at an RFA hearing.
3. If the County chooses to represent itself on an appeal in an individual case, it shall not send a Statement of Facts as described in Section III(D) to the CDSS Legal Division to request representation and shall not seek legal advice or direction from the CDSS Legal Division. In those cases, the County hearing representative shall receive legal advice and direction from County Counsel or their designee. The CDSS Legal Division shall not provide legal representation or advice.
4. The Parties agree that CDSS Legal Division's scope of work shall not include legal consultation or representation regarding the following:
  - a. Writs or lawsuits or similar actions filed by or against the County, except that the CDSS Legal Division may be available to consult with the County on any such actions arising out of an RFA action as described herein;
  - b. Requests for information or documents from the County such as Public Records Act requests or subpoenas issued to the County;
  - c. Placement of a dependent child or nonminor dependent;
  - d. Relative or non-relative extended family member approvals pursuant to the "Harris" case;
  - e. Child Abuse Central Index grievance hearings;
  - f. Dependency or delinquency matters;
  - g. Assistance with issuing or serving an investigatory subpoena or warrant;
  - h. Hearings or proceedings regarding jurisdictional disputes where no Notice of Action for denial or rescission of resource family approval, or denial or rescission of a criminal record exemption, has been served;
  - i. Defending the county on a Temporary Suspension Order (TSO); and
  - j. Any other matter within the authority and direction of the County Counsel.

**B. Duties of the County and the CDSS Legal Division Regarding Consultation:**

1. In compliance with the WDs or regulations issued pursuant to Welfare and Institutions Code section 16519.5, the County is required to consult with legal counsel prior to service of a Notice of Action for denial or rescission of resource family approval, or denial or rescission of a criminal record exemption; and is required to consult with the CDSS Legal Division when recommending the exclusion of an individual.

**EXHIBIT A**  
**(Standard Agreement)**

2. Pursuant to this Agreement, legal consultation for denials or rescissions for which the County seeks CDSS Legal Division representation shall be with the CDSS Legal Division, and not County Counsel.
3. The County may request a legal consultation with the CDSS Legal Division regarding legal or evidentiary issues related to an investigation, family evaluation or other matters affecting the approval.
4. If the County seeks a TSO against a resource family's approval, in addition to consulting with the CDSS Legal Division on the matter, the County shall consult with their County Counsel prior to service of a TSO. The County should follow its internal procedures for an RFA TSO.
5. Legal consultation shall not include technical assistance regarding program requirements or procedures, RFA implementation or statewide policies; these issues shall be referred to the CDSS RFA County Liaison, RFA Policy Analyst, or RFA Inbox.
6. The County shall work with the CDSS RFA County Liaison to schedule a regular monthly legal consult meeting, or as needed. If a matter is urgent, such as a situation warranting the immediate exclusion of an individual or a TSO, the County may contact their CDSS RFA County Liaison by phone, email or in-person and request an urgent consult with their assigned CDSS Legal Division consulting attorney.
7. Prior to a scheduled legal consult, the County shall obtain the evidence necessary to support the information contained in the legal consultation memo related to the County's finding, position, or action requested.
8. The County shall prepare a confidential legal consultation memo for each matter upon which legal advice is sought through a consult with the CDSS Legal Division. A copy of the RFA legal consult memo form can be obtained through the CDSS RFA County Liaison. Upon request, the CDSS RFA County Liaison shall provide technical assistance to the County regarding the program requirements or procedures including but not limited to family evaluations, RFA implementation, statewide policies, legal consult procedures or how to draft the Notice of Action, legal consultation memo or statement of facts. Both Parties shall maintain the confidentiality of all attorney-client communications, including the legal consult memo.
9. Using a secure or encrypted format, or a secure file transfer protocol, the County shall send a properly completed legal consult memo, the draft Notice of Action, as well as relevant attachments related to the request for consult including, but not limited to, investigations, court records or arrest reports.

**EXHIBIT A**  
**(Standard Agreement)**

These documents shall be sent to the CDSS RFA County Liaison and the consulting attorney at least five (5) business days prior to the date of the regularly scheduled consult.

10. The consult meeting is an opportunity for the CDSS Legal Division consulting attorney and CDSS RFA County Liaison to discuss the information in the consult memo provided by the County with the appropriate County staff. Accordingly, the County should make its best efforts to have the assigned County RFA worker or probation officer with knowledge of the facts described in the consult memo present at the consult. If the approval worker or probation officer cannot attend in person, the worker or probation officer should attend by teleconference. If that is not possible, the supervisor who is familiar with the facts of the matter shall attend.
11. If a matter to be discussed at the consult involves a recommendation for an exclusion action, a family evaluation conducted by CDSS, an investigation conducted by CDSS, or dual or multiple programs (e.g. RFA and a child care license), the County shall identify and request the appropriate CDSS RFA staff, CDSS adoptions staff or CDSS Community Care Licensing Division (CCLD) staff to attend or teleconference into the consult.
  - a. The County may request the assistance of the CDSS RFA County Liaison in arranging for the necessary CDSS staff to attend.
  - b. The County and CDSS shall share evidence and information regarding related investigations, assessments, or actions as required by the WDs.
  - c. Agents of the County who conduct activities as described in Welfare and Institutions Code section 16519.5 may be present during the portion of a consultation that is applicable to a matter for which the agent acted on behalf of the County, and for which the agent's presence is needed to discuss the information in the consult memo provided by the County. The County shall ensure that the agent of the County is aware of and complies with the confidentiality of the legal consult, the legal advice provided, and the confidentiality of any information shared, as required by law.
12. The CDSS Legal Division consulting attorney shall review the legal consult memo, the draft Notice of Action and attachments and shall advise the County regarding the Notice of Action, the proper hearing forum, and any other matter related to an investigation or proposed action. If the legal consult memo or draft Notice of Action are incomplete, said attorney may return them to the County to complete them or refer the County to the CDSS RFA County Liaison for technical assistance.

**EXHIBIT A  
(Standard Agreement)**

13. The CDSS Legal Division consulting attorney shall document the legal advice in writing within 3 to 5 business days, or as agreed upon at the consult, and submit the documentation to the County and the CDSS RFA County Liaison. If the matter involves dual or multiple programs or an exclusion action, the CDSS Legal Division consulting attorney shall provide the relevant CCLD Regional Office staff (licensing action) or CDSS RFA County Liaison (RFA exclusion action) with a copy of the consult memo and legal advice.
14. If the advice of the CDSS Legal Division consulting attorney is to proceed with an action that affects the approval, the County should notify the child(ren)'s placement worker, as applicable.
15. If the County fails to comply with the requirements of this Section III(B), the County waives its right pursuant to this Agreement to have CDSS Legal Division representation on the appeal.

**C. County Duties Regarding Processing the Notice of Action and Appeal (NOA)**

1. The County shall serve the Notice of Action in accordance with Welfare and Institutions Code section 16519.6 and the WDs or regulations. The County shall ensure the file contains adequate documentation regarding service of the Notice of Action to the correct address, such as certified mail receipts, and/or a proof of service in accordance with WDs, Article 12: Due Process.
2. If the matter includes an exclusion action or CCLD action, the County shall coordinate administrative actions, including service of the Notices of Action, notice of a related licensing action by CCLD, an exclusion order, or the filing of formal pleadings, with CDSS. (WDs, Article 12.)
3. If an appeal is filed, the County is responsible to comply with the law, WDs or regulations, and internal procedures including, but not limited to, the following:
  - a. Date-stamp the appeal and envelope;
  - b. Update the appeal status in the Notice of Action database (in AARS);
  - c. For OAH cases, immediately send the acknowledgment of appeal to Respondent and begin preparing the case for the CDSS Legal Division as described in paragraph D;
  - d. For SHD cases, begin preparing the case to be sent to the CDSS Legal Division at the same time the appeal is forwarded to the SHD as described in paragraph D;
  - e. Obtain legal case number from CDSS RFA County Liaison and add number to Statement of Facts; and
  - f. Forward the appeal to SHD by uploading the NOA and appeal to SHD's Appeals Case Management System (ACMS).

**EXHIBIT A**  
**(Standard Agreement)**

- D. Preparing the Case to Send to the CDSS Legal Division After Receipt of an Appeal:
1. To obtain the CDSS Legal Division's representation on an RFA appeal, the County shall prepare a Statement of Facts using the current versions of the following confidential attorney-client forms:
    - a. Form RFA-9029: Statement of Facts Summary Sheet – Resource Family
    - b. Form RFA- 9029C: Complaint and Immediate Deficiencies Log Continuation
    - c. Form RFA-9029D: RFA Statement of Facts Dividers
    - d. Form RFA-9029W: Witnesses Continuation
  2. For SHD cases, the County shall prepare the Statement of Facts, a draft position statement, and copies of all approval file documents within ten (10) business days of receipt of an appeal. The documents shall be sent electronically to the CDSS Legal Division by encrypted email or Secure File Transfer (in AARS) at the same time the appeal is forwarded to SHD (WDs, Article 12). The County shall maintain the confidentiality of the attorney-client privileged Statement of Facts forms during any transmission of the forms or in any files maintained by the County. The County shall use the draft position statement template provided by CDSS when drafting the position statement. The County shall comply with the WDs section 10-05 related to retention of the Resource Family File.
  3. For OAH cases that involve a TSO or immediate exclusion action, the County shall prepare the Statement of Facts forms and copies of the RFA documents and evidence identified in the RFA 9029D: RFA Statement of Facts Dividers and send to the CDSS Legal Division and CDSS RFA County Liaison by encrypted email or Secure File Transfer within ten (10) business days of receipt of the appeal. Hard copies of the original documents shall also be sent by mail.
  4. For all other OAH cases, the County shall prepare and mail to the CDSS RFA County Liaison the Statement of Facts forms and originals of all relevant documents within thirty (30) days of receipt of the appeal. The CDSS RFA County Liaison shall review the documents, provide any technical assistance necessary, and then forward to the CDSS Legal Division.
  5. The County shall make its best efforts to obtain certified court and law enforcement or other relevant records prior to sending the case to the CDSS Legal Division. If certified records are received after the case has been forwarded, then the County shall forward them to the CDSS Legal Division.

**EXHIBIT A**  
**(Standard Agreement)**

6. Prior to finalizing the Statement of Facts, the County shall verify that the witness list contact information in Form RFA-9029: Witness List is current and updated, including the current placement and placement worker information for any child or nonminor dependent victim or witness.
- E. Duties of the County and CDSS Legal Division after the CDSS Legal Division Receives the Case:
1. Upon receipt of the case file, the CDSS Legal Division shall be responsible for the following:
    - a. Logging the case into the Legal Case Tracking System (LCTS) and immediately assigning the case to a CDSS Legal Division hearing attorney.
    - b. Preparing a new case memo identifying the hearing attorney and the hearing attorney's contact information and emailing it to the County staff identified on the Statement of Facts and the CDSS RFA County Liaison.
  2. The CDSS Legal Division hearing attorney shall review the complete file to determine if the evidence is sufficient to go forward with the requested administrative action. If not, the County shall be consulted, and the file may be closed without filing and sent back to the County for an informal resolution or to obtain more evidence.
  3. For cases to be heard at SHD, the CDSS Legal Division hearing attorney shall review the draft Position Statement prepared by the County and work with the County to finalize it. Provided that the County provides the necessary and relevant information in a timely fashion, the CDSS Legal Division is responsible for filing the Position Statement and exhibits with SHD. The County shall be responsible for making available to Respondent all relevant documents in the County's possession in accordance with the WD's. Prior to disclosure to Respondent, the County shall withhold or redact documents that are confidential or privileged as required by law.
  4. For cases to be heard at OAH, the hearing attorney shall prepare, sign and file the Accusation or Statement of Issues in accordance with the County's request in the Statement of Facts case summary and serve on the Respondent(s):
    - a. A copy of the filed Accusation or Statement of Issues shall be provided to the County welfare director or chief probation officer or designee.
    - b. If there are any substantive changes to the allegations at issue that were identified in the Statement of Facts case summary provided by the County, the CDSS Legal Division shall consult the County welfare director, chief probation officer, or designee for approval prior to filing the Accusation or Statement of Issues.

**EXHIBIT A**  
**(Standard Agreement)**

- c. A CDSS Legal Division attorney may sign an amended Accusation or Statement of Issues on behalf of the County, if the amendment is approved by the welfare director, probation officer or designee. The CDSS Legal Division shall file a copy of the amended pleading with OAH, as applicable.
5. If a resolution is sought prior to hearing, the CDSS Legal Division shall discuss settlement options with the County, Respondent, CCLD or CDSS Program if applicable, draft the settlement agreement, and supervise its finalization. The County shall have the final decision on whether to approve a settlement. If a Respondent seeks to withdraw the appeal or notice of defense, the CDSS Legal Division shall prepare a written withdrawal for Respondent to sign, and if the matter has been set for hearing, submit a copy to the Administrative Law Judge.
6. For OAH cases, the CDSS Legal Division shall prepare and serve documents on Respondent in accordance with Government Code sections 11507.5 and 11507.6.
7. While the RFA administrative action is pending, the County shall keep the assigned CDSS Legal Division hearing attorney informed of new developments that occur prior to the hearing (e.g., new arrests or new evidence), and of any changes in the Respondent's address or other contact information. The County shall timely forward any phone calls or correspondence from Respondent, his or her authorized representative, or SHD to the CDSS Legal Division hearing attorney.
8. The County shall assist the CDSS Legal Division, if necessary, in locating witnesses, with the service of subpoenas for appearance at hearing, and with the transportation of witnesses to the hearing. The County shall notify the assigned CDSS Legal Division hearing attorney if there are concerns about the testimony of a child or similarly vulnerable witness at hearing as specified in WDs, Article 12. The County shall assist the CDSS Legal Division hearing attorney in providing information or facilitating contact with the witness's placement worker or treatment provider if a motion to protect the witness is determined to be necessary. The County shall provide for the use of one-way closed-circuit television or video in accordance with WDs, section 12-16 (Conduct of Hearing; Confidentiality and Procedures), as applicable.
9. The CDSS Legal Division shall represent the County at the prehearing conference, settlement conference, and hearing before SHD or OAH, and prepare any necessary motions, briefs, subpoenas, settlement documents or other hearing documents, including those related to the County's withdrawal of a NOA and defaults, as outlined in the Written Directives.

**EXHIBIT A**  
**(Standard Agreement)**

10. The County shall be responsible for the following hearing-related duties and costs, including but not limited to the following:
    - a. Reserving hearing rooms;
    - b. Interpreters;
    - c. Court reporters;
    - d. Witness and expert witness fees;
    - e. Security, if it is determined by the CDSS Legal Division hearing attorney, the county or an administrative law judge that a threat exists to the health and safety of those persons attending a hearing;
    - f. Obtaining records needed for hearing; and
    - g. Other hearing-related costs.
  11. Following the SHD or OAH hearing, a proposed decision is adopted or rejected by the CDSS Director or designee. If the decision is rejected, the CDSS shall review the record and prepare the final decision and order, in accordance with the established standard.
  12. The CDSS shall serve the final decision and order on all parties, including the County.
  13. The CDSS Legal Division may represent the County in a request for reconsideration of the decision and order, a request for rehearing, or a request to set aside a default decision and order. If a conflict of interest exists, then representation by CDSS Legal Division shall be subject to the written consent of the parties and compliance with the Rules of Professional Conduct and paragraph G of this section.
  14. The CDSS Legal Division shall update the statewide data system (i.e., AARS) with the final order or resolution.
- F. Conflict Resolution:
1. If the County and the CDSS Legal Division consulting or hearing attorney disagree with how to proceed on a matter, the matter shall be resolved as follows:
    - a. The matter shall be elevated to the County RFA supervisor and the CDSS Legal Division attorney's supervisor to meet and confer to resolve the matter.
    - b. If no agreement is reached, the matter shall be elevated to the next County supervisor or manager level, and for the CDSS Legal Division, to the Assistant Chief Counsel to meet and confer to resolve the matter.



**EXHIBIT A**  
**(Standard Agreement)**

- c. If still no agreement is reached, the matter shall be elevated to the Senior Assistant Chief Counsel and the equivalent County RFA program manager level to meet and confer to resolve the matter.
  2. The County has the final decision on how to proceed on a matter, which shall be consistent with the CDSS Legal Division attorney's ethical duties regarding the minimum standards of evidence necessary to proceed with an action and the considerations identified below in paragraph F.3. of this section.
  3. The resolution discussion shall include consideration of the minimum legal requirements for an action in the applicable statutes and WDs or regulations, any risks attendant to administrative litigation including a negative outcome at hearing, any risks to the health and safety of a child or nonminor dependent that may be caused by a failure to take action, and CDSS oversight responsibilities as mandated by law.
  4. Nothing in this section shall interfere with the Parties' termination rights and the right of the CDSS Legal Division to withdraw from representation pursuant to the terms of this Agreement or applicable law.
- G. Professional Responsibility; Conflict of Interest in Representation
1. The County acknowledges that the attorneys within the CDSS Legal Division have an ethical and legal duty to avoid a conflict of interest or the appearance of a conflict of interest when providing legal services to the County.
  2. Pursuant to the California Rules of Professional Conduct, the CDSS Legal Division's attorneys may not be permitted to represent a client when there is a conflict of interest. If applicable, the CDSS Legal Division attorney is required to take certain actions which may include, but are not limited to, withdrawal from representation for individual cases or obtaining informed written consent from each client for individual cases.
  3. The Parties acknowledge that there exists an appearance of a conflict of interest or an actual conflict of interest due to the CDSS Legal Division representing both CDSS and the County in administrative actions falling within the jurisdiction of both agencies. By the signing of this Agreement, the Parties are providing their written consent to the CDSS Legal Division's dual representation of both CDSS and the County, where applicable.

**EXHIBIT A**  
**(Standard Agreement)**

4. In all other matters in which there exists an appearance of a conflict of interest or an actual conflict of interest, the CDSS Legal Division consulting or hearing attorney shall report the conflict to the County in writing as soon as possible after discovering the conflict. Potential conflicts of interests that may arise in RFA matters include, but are not limited to, the following:
  - a. Dual program matters involving an RFA and licensing action where the County and CDSS disagree on how to proceed;
  - b. Conflicts regarding the CDSS oversight function over the County's RFA program;
  - c. Conflicts due to a lawsuit pending against CDSS or the County; and
  - d. A request by the County for reconsideration of a CDSS issued order.

**H. Withdrawal from Representation**

1. If a County fails to follow legal advice or fails to perform any of its duties as set forth in this Agreement, the CDSS Legal Division retains the right to withdraw on referred cases by sending a written notice identifying those case(s) from which it is withdrawing to the County as specified in Exhibit A, Attachment 1, page 4, Paragraph O (Notices), subparagraphs 2 (United States Mail) or 3 (Email).
2. The Parties acknowledge and agree that the CDSS Legal Division must decline or terminate representation on cases as required by the California Rules of Professional Conduct.

**IV. Family Evaluation**

**A. Provision of Family Evaluation Services**

1. If identified in Section VII that the County and CDSS agree that the CDSS Adoptions Services Bureau shall provide family evaluation services on behalf of the County, in part or in full, this Section IV provides the terms and conditions of such services.
2. In conducting the family evaluation services, the CDSS Adoptions Services Bureau shall adhere to the requirements specified the Welfare and Institutions Code section 16519.5 and the RFA WDs sections: Definitions, 3-01; Forms, 3-02; County Reporting Requirements, 4-03; Implementation of Resource Family Approval Program by a County, 4-05; and Family Evaluation, 6-05.

**EXHIBIT A**  
**(Standard Agreement)**

- B. The CDSS Adoptions Services Bureau and County agree to coordinate efforts in the following areas:
1. Exchange of information about resource family applicants and keeping each Party informed of general progress in the family evaluations and changes that may affect the evaluation. This exchange may include, but is not limited to, any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective resource family.
  2. Communication regarding the general progress of the evaluation that may affect the work provided by each Party, including potential inability to complete the evaluation, as needed.
  3. Establishing mutually agreed upon timelines for completing the family evaluation.
  4. Complying with the applicable laws and the RFA WDs relevant to family evaluations.
  5. Providing other appropriate and necessary coordination as needed.
- C. Responsibilities of the County
1. The County shall take the following actions:
    - a. Refer resource family applicants to the appropriate CDSS Adoptions Regional Office for a family evaluation.
    - b. Provide all necessary documents as they become available to the CDSS Adoptions Regional Office in order to conduct a family evaluation, including, but not limited to, RFA applications, home health and safety assessments, training records, health history screening results, personal letters of references, whether criminal record clearances or exemptions were granted or denied, substantiated reports of child abuse and neglect, Department of Motor Vehicles (DMV) records, and employment verifications.
    - c. Notify resource family applicants that the County may share confidential information with CDSS to conduct a family evaluation and that CDSS shall perform the family evaluation for the County.

**EXHIBIT A**  
**(Standard Agreement)**

D. Responsibilities of the CDSS

1. The CDSS shall take the following actions:
  - a. An Adoptions Supervisor shall assign each family evaluation within five (5) business days to a CDSS Adoptions Specialist with a Master's degree in Social Work who may also be a Licensed Clinical Social Worker.
  - b. Conduct an evaluation of resource family applicants according to the RFA WDs section 6-05: Family Evaluation. Evaluation to be initiated within two weeks of being assigned.
  - c. Conduct a separate face-to-face interview of all persons living in the home as specified in RFA WDs section 6-05(a)(2).
  - d. Request approval from the County to refer an applicant for a psychological evaluation, drug and alcohol assessment or testing, counseling, or other services during the evaluation as necessary. Associated costs of the services of the referrals shall be the responsibility of the County and paid by the County outside this Agreement to the applicable service provider.
  - e. Prepare a written family evaluation that includes an evaluation of the information obtained during a family evaluation of the resource family applicant, including a risk assessment, and recommendations that RFA be approved or denied based on information gathered through the family evaluation.
  - f. Provide the County with the written family evaluation report within sixty (60) days of receipt of the referral for the family evaluation, with priority for completed family evaluations for relatives with emergency placements, unless further information is needed to complete the evaluation.
  - g. Ensure all records provided to CDSS by the County and all information obtained in order to conduct a family evaluation are kept confidential as specified in RFA WDs section 4-04: Confidentiality.
  - h. Provide for a copy of the family evaluation file upon request of the County staff responsible for the provision of RFA services.
  - i. Provide a CDSS Adoptions Specialist to testify as to the family evaluation if the results of a family evaluation are at issue during an administrative hearing.
  - j. Absent pending litigation or other good cause identified by CDSS, the Adoptions Regional Office shall retain the records of the family evaluation for ninety (90) days after an evaluation is provided to the County. Thereafter, the family evaluation file shall be securely delivered to the County. The County shall retain the closed evaluation file in accordance with the retention policies of CDSS. Access to a copy of the family evaluation file shall be made available to CDSS (or its agents or representatives) upon request in the event of audit, or as required or permitted by law.

**EXHIBIT A  
(Standard Agreement)**

- k. For each request, the County shall provide a copy within ten (10) business days, unless the request is identified as urgent. The County shall use its best efforts to provide a copy within the period identified by CDSS for an urgent request.

**E. Conflict Resolution**

1. The County and the CDSS shall use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding resource family evaluation services provided by the Parties for a particular individual shall be resolved as follows:
  - a. The primary social worker from the County and the CDSS shall meet and confer to resolve differences regarding a particular family evaluation.
  - b. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers shall meet and confer to resolve differences.
  - c. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS Adoptions Regional Office Manager and their respective supervisors and social workers shall meet and confer to resolve differences.
  - d. If the differences remain unresolved through the process specified above, the matter shall be referred to the next higher level of management for each of the Parties until the matter is resolved.

**F. Conflict of Interest**

1. The CDSS Adoptions Regional Office staff conducting family evaluations shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest when rendering services.
2. The CDSS shall direct CDSS Adoptions Specialists to RFA WDs section 4-02(g) to identify any conflict of interest. If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist shall report the conflict to his/her supervisor, who may transfer responsibility for the evaluation to another Adoptions Specialist.

**V. Complaint Investigations**

**A. Agreement to Provide Complaint Investigation Services**

1. The County and CDSS agree that the CDSS CCLD shall investigate on behalf of the County all complaint allegations, made against resource families, if

**EXHIBIT A**  
**(Standard Agreement)**

these services are identified in Section VII; this Section V provides the terms and conditions agreed upon by the Parties for all such investigations.

2. In conducting complaint investigations, the CCLD Regional Office shall adhere to the requirements specified in RFA WDs sections 3-01, 3-02, 4-03, 4-05, and 9-06A.

**B. Coordination of Efforts**

The CDSS and County agree to coordinate efforts in the following areas:

1. As necessary, exchange information about each resource family complaint investigation and keep each Party informed of general progress in the complaint investigation and changes that may affect the result. This exchange may include, but is not limited to, any information (e.g. concerns, post complaint events, or adverse actions) relevant to the complaint investigation.
2. As needed, communicate the general progress in the complaint investigation that may affect the work provided by each Party, including potential inability to complete the complaint investigation.
3. Establish mutually agreed upon timelines for providing requested information or responses for actions not specified in the RFA WDs or applicable law.
4. Provide other appropriate and necessary coordination as needed.

**C. Complaint Referral to the CCLD**

1. After the preliminary review specified in RFA WDs section 9-06A(c), the County shall refer each complaint that requires an investigation to the appropriate CCLD Office within one (1) business day following receipt of the complaint as specified in RFA WDs section 4-03(e).
2. The referral must be in writing and include the physical address location of the County's file for the resource family, the contact information of the custodian of the resource family's file, the contact information of the complainant, and detailed information regarding the complaint allegation.

**D. Complaint Assignment**

1. Upon receipt of the complaint referral, the CCLD Regional Office shall create a file and associated file complaint number in a CCLD database for each resource family complaint investigation.

**EXHIBIT A**  
**(Standard Agreement)**

2. Upon receipt of the referral of the complaint, the CCLD Regional Office shall immediately assign the complaint to staff for investigation.
3. Upon assignment, the assigned CCLD Regional Office staff shall contact the custodian of the resource family file and undertake a process to secure access to the resource family file or a copy of the file.
  - a. The County agrees to allow the CCLD Office staff to have access to the resource family's file or to be provided a copy, upon request. If a copy will be provided electronically, the County is responsible for securely transferring the file to the appropriate CCLD Regional Office staff.

**E. File Review and Initial Complaint Investigation**

1. Upon receipt of a copy of the resource family's file or access to the file, the CCLD Regional Office staff shall undertake the following:
  - a. Review the file for any conflicts of interest in order to comply with the conflict of interest provisions in RFA WDs section 9-06A(o) and (p).
    - (1) If a conflict exists or appears to exist, the CCLD Regional Office staff shall immediately report the conflict to his or her supervisor, who may transfer responsibility for the complaint investigation to another staff member.
  - b. Review the resource family's file and any related licensing files.
  - c. Confirm whether any adverse action against the resource family is currently in process by CDSS or the County, or previously undertaken or concluded by either Party. If such exist, documentation regarding the adverse action shall be made available by the County or other Division of CDSS.
    - (1) The additional documentation of any adverse actions shall be reviewed and made a part of the complaint investigation file.
2. Initial Investigation Activities
  - a. The CCLD Regional Office staff shall interview the complainant, if known.
  - b. Witnesses of the alleged RFA violation may be contacted by the CCLD Regional Office during the initial investigation and throughout the period the complaint investigation remains open.
  - c. Any documentation received during the complaint investigation shall be made a part of the complaint investigation file.

**EXHIBIT A**  
**(Standard Agreement)**

F. The Initial 10-Day Visit to the Resource Family Home

1. The CCLD Regional Office staff shall conduct an unannounced visit to the resource family's home within ten (10) calendar days of receipt of the complaint referral, except as specified in RFA WDs section 9-06A(j), (k), and (o).
2. The initial 10-day visit shall be fully documented in the CCLD complaint investigation file.

G. New Allegations

The CCLD Regional Office staff shall immediately report any new allegation(s) disclosed during an investigation to the County.

H. RFA Deficiencies

The CCLD Regional Office staff shall report any known or potential deficiencies unrelated to the complaint to the County so the County RFA staff can take appropriate action in response.

I. Further Investigation Required

The CCLD Regional Office staff shall notify the County if the complaint investigation cannot be completed within ninety (90) days after the initial 10-day visit because further investigation is required.

J. Complaint Investigation Report

1. The CCLD Regional Office staff shall prepare a written complaint investigation report containing a finding for each allegation as either substantiated, inconclusive, or unfounded.
2. The CCLD Regional Office staff shall forward the written complaint investigation report to the County upon completion.
3. If the County disagrees with the CCLD Regional Office complaint investigation report findings, then it shall contact the CCLD Regional Office to discuss and/or to request additional clarification.

K. Notification to Resource Family and Complainant

1. Upon receipt of the complaint investigation report, the County shall deliver a copy of the complaint investigation report to the resource family.



**EXHIBIT A**  
**(Standard Agreement)**

2. Upon request by the County, the CCLD Regional Office staff responsible for the complaint investigation report shall provide technical assistance.
3. The County shall notify the complainant, if known, of the findings of the complaint investigation.

**L. Follow-Up**

For substantiated findings, the County RFA staff shall develop a corrective action plan for the resource family to correct identified deficiencies, or may take other action as specified in the RFA WDs. Nevertheless, if a County determines that it is not possible to correct an identified deficiency, then the County shall document the deficiency and may proceed with the necessary administrative action as specified in the RFA WDs.

**M. Cross-Reporting Investigation Results**

The County shall report investigation results as specified in applicable law, RFA WDs sections 4-04 and 9-06C, or as required by this Agreement.

**N. Records**

1. Absent threatened or pending litigation or other good cause identified by CDSS, records related to the complaint investigation shall be held by the CCLD Regional Office for the duration of this Agreement and for three (3) years following the expiration or termination of this Agreement or three (3) years following the end date of the provision of complaint investigation services, whichever first occurs. Thereafter, the records for the complaint investigations specified in this Agreement shall be delivered to the County.
2. Within ten (10) calendar days of the County's written request, the CCLD Regional Office shall provide a copy of any complaint investigation file created pursuant to this Agreement.

**O. Reporting Complaints with Investigations Pending**

The CCLD Regional Office shall provide to the County monthly written reports of complaint investigations open longer than ninety (90) days and subject to further investigation.

**EXHIBIT A  
(Standard Agreement)**

VI. Home Health and Safety Assessment

A. Provision of Home and Health Safety Assessment Services

1. If identified in Section VII that the County and CDSS agree that the CDSS Adoptions Services Bureau shall provide home health and safety assessment services on behalf of the County, in part or in full, this Section VI provides a description of the services and the responsibilities of the Parties.
2. In conducting the home health and safety assessment services as described in the WDs, Article 6, section 6-02: Home Environment Assessment, paragraph (a) (2), the CDSS Adoptions Services Bureau shall adhere to the requirements specified in the Welfare and Institutions Code section 16519.5, the most recently published version of the RFA WDs, and the most recently published version of the Form RFA-03<sup>2</sup>. Resource Family Home Health and Safety Assessment Checklist (hereinafter referred to as Form RFA-03). As appropriate CDSS shall refer to the WDs, to complete the Form RFA-03 and provide the required summary.

B. The CDSS Adoptions Services Bureau and the County agree to coordinate efforts in the following areas:

1. Exchange information about resource family applicants and keep each other informed of general progress in the home health and safety assessment and changes that may affect the assessment. This exchange may include, but is not limited to, any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective resource family applicant(s).
2. As needed communicate the general progress in the assessment that may affect the work provided by each Party, including facts or circumstances which may delay or prevent the completion of the assessment within sixty (60) days.
3. Establish mutually agreed upon timelines for completing the home health and safety assessment when such cannot be completed within sixty (60) days. Comply with the RFA WDs relevant to home health and safety assessments.
4. Provide other appropriate and necessary coordination as needed.

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<sup>2</sup> The RFA-03 form includes applicable instructions in the WDs sections 11-01 through 11-16 regarding First Aid supplies including but not limited to provisions regarding self-administering, storing and documenting.

**EXHIBIT A**  
**(Standard Agreement)**

C. Responsibilities of the County

1. The County shall take the following actions:
  - a. Refer resource family applicants to the appropriate CDSS Adoptions Regional Office for a home health and safety assessment.
  - b. Timely provide all necessary documents to the CDSS Adoptions Regional Office, using a secure or encrypted format, or a secure file transfer protocol, so that each home health and safety assessment may be completed within sixty (60) days.
  - c. Notify resource family applicants that CDSS will perform the home health and safety assessment for the County.
  - d. Conduct the background checks and related activities as described in the RFA WDs, section 6-03A.
  - e. For items identified as incomplete in the Home, Health and Safety Assessment provided by CDSS or form RFA 03 the County shall be responsible for verifying completion prior to approval of the resource family.

D. Responsibilities of the CDSS

1. The CDSS shall take the following actions:
  - a. Assign a CDSS Adoptions Specialist with a Master's degree in Social Work who may also be bilingual and/or a Licensed Clinical Social Worker for each home health and safety assessment.
  - b. Conduct a home health and safety assessment according to the RFA WDs section 6-02(a)(2) that includes all of the following: A health and safety assessment of the home and grounds, outdoor activity space and storage areas of the applicant's home using form RFA-03: Resource Family Home Health and Safety Assessment Checklist, to determine compliance with certain sections of Article 11 of the WDs and, if applicable, section 11.1-07: Additional Home and Grounds Requirements for Specialized Resource Families.
  - c. Prepare a summary of the home health and safety assessment in a written format that includes an evaluation of the information obtained during a home health and safety assessment of the resource family applicant's home and property (e.g. if there are items that needed to be repaired or purchased).
  - d. CDSS shall provide the County with the written summary report, that also includes the completed original Form RFA 03, within sixty (60) days of receipt of the referral from the County for the home health and safety assessment.

**EXHIBIT A**  
**(Standard Agreement)**

- e. Ensure all records provided to CDSS by the County and all information obtained in order to conduct a home health and safety assessment are kept confidential as specified in RFA WDs section 4-04: Confidentiality.
- f. Provide for a copy of the home health and safety assessment file upon request of the County staff responsible for the provision of RFA services.
- g. Provide a CDSS Adoptions Specialist to testify in regards to the home health and safety assessment if the results of a home health and safety assessment are at issue during an administrative hearing.
- h. Absent pending litigation or other good cause identified by CDSS, the Adoptions Regional Office shall retain the records of the home health and safety assessment for ninety (90) days after an assessment is provided to the County. Thereafter, the home health and safety assessment file shall be securely delivered to the County. The County shall retain the closed assessment file in accordance with the retention policies set forth in Article 10, section 10-05 of the Written Directives. Access to a copy of the home health and safety assessment section of the resource family file shall be made available to CDSS (or its agents or representatives) upon request in the event of a review or audit, as permitted by law, or as required by court order.

**E. Conflict Resolution**

- 1. The County and the CDSS shall act in good faith to resolve differences. Any disagreements or conflicts regarding resource family home health and safety assessments and how they are performed shall be resolved as follows:
  - a. The primary social worker from the County and the CDSS shall meet and confer to resolve differences regarding home health and safety assessments.
  - b. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers shall meet and confer to resolve differences.
  - c. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS Adoptions Regional Office Manager and their respective supervisors and social workers shall meet and confer to resolve differences. Requests shall be made by written communication such as email to/from the county to/from the relevant CDSS Adoptions Regional Office Manager. Response times between the parties shall be no longer than seven (7) calendar days. Communication may be in person or by telephone. Meetings will continue until the differences are resolved.
  - d. If the differences remain unresolved through the process specified above, the matter shall be referred to the next higher level of management for each of the Parties until the matter is resolved if appropriate.

**EXHIBIT A**  
**(Standard Agreement)**

F. Conflict of Interest

1. The CDSS Adoptions Regional Office staff conducting home health and safety assessments shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest when rendering services.
2. The CDSS shall direct CDSS Adoptions Specialists to RFA WDs section 4-02(g) to identify any conflict of interest. If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist shall report the conflict to his/her supervisor, who may transfer responsibility for the home health and safety assessment to another Adoptions Specialist.

VII. Identification of Services

The Parties identify that in addition to the services of section III, Legal Consultation and Legal Representation on Appeals, the services described in Section IV, Section V and/or Section VI are a part of this Agreement, if checked below:

Section IV, Family Evaluation

Section V, Complaint Investigations

Section VI, Home Health and Safety Assessment

In the event this Agreement expires or is terminated with open evaluations, investigations, assessments, or legal consultations or representation, CDSS may complete such services in accordance with the terms in this Agreement.

VIII. Project Representatives

The Project Representatives during the term of this Agreement shall be:

CDSS

Name: Griselda Loza  
Title: RFA Policy Analyst  
Address: 744 P Street, MS 8-13-552  
Sacramento, CA 95814  
Phone: (916) 651-0399  
Email: [Griselda.Loza@dss.ca.gov](mailto:Griselda.Loza@dss.ca.gov)

**EXHIBIT A**  
**(Standard Agreement)**

County of San Francisco

Name: Sophia Isom  
Title: RFA Program Director  
County of San Francisco Health & Human Services Agency  
Address: P.O. Box 7988  
San Francisco, CA 94120  
Phone: (415) 558-2329  
Email: [Sophia.Isom@sfgov.org](mailto:Sophia.Isom@sfgov.org)

Either party may make changes to the Project Representative information by giving ten (10) calendar days written notice to the other Party. Said changes shall not require an amendment to this Agreement.

IX. Authority to Enter into This Agreement

Each Party entering into this Agreement represents the existence of the authority to enter into this Agreement.