

**COUNTY OF TULARE  
HEALTH & HUMAN SERVICES AGENCY  
SERVICES AGREEMENT  
Foster Family Agency Agreement**

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**THIS AGREEMENT** ("Agreement") is entered into between the **COUNTY OF TULARE**, a political subdivision of the State of California by and through the Health and Human Services Agency, Child Welfare Services (CWS), (hereinafter called "COUNTY"), and Promesa Behavioral Health Foster Family Agency (hereinafter called "CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. WHEREAS, the COUNTY has determined that a collaborative approach to the delivery of services to children and families may lead to the provision of more appropriate and effective delivery of services; and
- B. WHEREAS, the COUNTY has determined that such collaboration may ultimately allow the FFA to provide appropriate services to children and families within existing consolidated resources; and
- C. WHEREAS, the COUNTY has determined it is in the best interests of the FFA to establish a collaborative management of services provided to children and families; and
- D. WHEREAS, the undersigned desire to enter into an Agreement for the collaboration of services to families and children who would benefit from the cooperation, group effort, and the sharing of appropriate information by all parties; and
- E. WHEREAS, the parties to this Agreement agree to mutually implement the provisions of this AGREEMENT in order to meet the goals of the statewide Child Welfare Services system as described in Welfare and Institutions Code 16500, as follows:

*The Legislature hereby declares its intent in providing for this statewide system of child welfare services that all children are entitled to be safe and free from abuse and neglect.; and,*

- F. WHEREAS, the COUNTY reserves the right to place COUNTY foster children with the FFA that has signed this Agreement and are in good standing with the COUNTY. An ongoing pattern of continued violations of this Agreement will affect the good standing with the COUNTY and may affect placement; and,
- G. WHEREAS, the parties to this Agreement agree to mutually implement the provisions of California's Child Welfare Continuum of Care Reform as mandated by Welfare and Institutions Code 11461.2, as follows:

*It is the intent of the Legislature to ensure quality care for children who are placed in the continuum of Aid to Families with Dependent Children-Foster Care (AFDC-FC) eligible placement settings.*

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**THE PARTIES AGREE AS FOLLOWS:**

**1. TERM:** This Agreement becomes effective as of 07/01/2019 and expires at 11:59 PM on 06/30/2022 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

**2. SERVICES:** See attached **Exhibit A**.

**3. INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.

**4. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

**5. ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

<input checked="" type="checkbox"/>	<b>Exhibit D</b>	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	<b>Exhibit E</b>	Cultural Competence and Diversity
<input checked="" type="checkbox"/>	<b>Exhibit F</b>	Information Confidentiality and Security Requirements
<input type="checkbox"/>	<b>Exhibit G</b>	Contract Provider Disclosures ( <u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u> )
<input checked="" type="checkbox"/>	<b>Exhibit G1</b>	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	<b>Exhibit H</b>	Additional terms and conditions for federally-funded contracts

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**6. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

**COUNTY:**

Tulare County Health & Human Services Agency  
5957 S. Mooney Blvd  
Visalia, CA 93291

Phone No.: (559) 624-8000  
Fax No.: (559) 737-4059

**With a Copy to:**

COUNTY ADMINISTRATIVE OFFICER  
2800 W. Burrel Ave.  
Visalia, CA 93291  
Phone No.: 559-636-5005  
Fax No.: 559- 733-6318

**CONTRACTOR:**

Promesa Behavioral Health  
7475 N. Palm, Suite #107  
Fresno, Ca 97311

Phone No.: (559) 439-5437  
Fax No.: \_\_\_\_\_

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**7. AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

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**8. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

**THE PARTIES,** having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**CONTRACTOR**

Date: 8-27-19

By [Signature]  
Print Name Lisa Weigant  
Title CEO

Date: 8/2/19

By [Signature]  
Print Name ERLAN ZUNIGA  
Title FINANCE DIRECTOR

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

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

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

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

By \_\_\_\_\_  
Deputy Clerk

## EXHIBIT A

### SERVICE

- I. The CONTRACTOR, hereinafter referred to as FFA (FOSTER FAMILY AGENCY), will be responsible to:
  - A. Ensure that the physical, emotional, and academic needs of children in their care are met, agree to participate fully in the child and family's case plan as established by the COUNTY, and work to facilitate positive outcomes for children and families including the transportation for all case plan services as well as all medical, mental health, family visits, academic, and social events, and also in accordance with CCR implementation;
  - B. Maintain its licensure in good standing in accordance with all State requirements, including all applicable statutes and regulations;
  - C. Provide the COUNTY CWS Social Worker with the form, "Foster Family Agency CWS/CMS Contact/Service Deliver Log (SOC 160)" following the completion of all face-to-face contacts with COUNTY foster children at a minimum of once a month;
  - D. Provide all applicable information regarding case plans, reports, evaluations, or other information deemed appropriate at the FFA and COUNTY (CWS) meetings;
  - E. Provide the COUNTY with informational updates on its resource family approvals and resource families who rescind their approvals (with the reason why they rescinded) resource family homes by the 10<sup>th</sup> of each month (i.e., telephone numbers and composition of the home). The informational list for the resource family homes will include the physical address of the resource family home and not the address of the FFA headquarters;
  - F. Contact the assigned COUNTY CWS Social Worker and/or the assigned COUNTY CWS Social Worker's Supervisor immediately (within two hours) upon the occurrence of any incident as described in the Interim Licensing Standards version 3 (or most updated version released by the State), <http://www.cdss.ca.gov/inforesources/Childrens-Residential/Resources-for-Providers/Laws-and-Regulations>. For emergency after-hours issues, the FFA will contact the COUNTY CWS Hotline Telephone number: 1-800-331-1585;
  - G. Contact the County CWS Program Manager when the COUNTY CWS Social Worker and the COUNTY CWS Supervisor cannot be reached during regular work hours, if a question on CWS practice protocols occurs and regular communication is at a standstill;
  - H. Foster Family rescinded and/or "transferred". Transferred refers to the action by which a resource family voluntarily or involuntarily departs from one FFA (current FFA) to become a member of another FFA (prospective FFA), County resource family home or if a County resource family home wishes to be approved with a FFA. *If COUNTY foster children are involved, they are not automatically moved with the resource family without a staffing (CFT or Hybrid TDM/CFT) prior to the change;*
    - i. The FFA will notify the COUNTY immediately when an emergency arises requiring the movement of a COUNTY (CWS) placed child. Otherwise, FFA

shall notify COUNTY at least sixty (60) days prior to any resource family rescinding their approval. To ensure the safety, permanency, and well-being of the child is met, the FFA will provide a synopsis to the COUNTY of the resource family seeking rescind their approval as a resource family. The COUNTY will have full discretion to determine appropriate or continued placement with the resource family and/or the FFA.

- ii. Both the current FFA and the prospective FFA will notify the FFA resource family that they cannot “transfer” with any COUNTY foster child without the prior approval of the COUNTY. The same provisions will carry when a FFA resource family wishes to “transfer” to a County resource family home.
- iii. Both the current FFA and the prospective FFA will notify the COUNTY immediately if an emergency arises requiring the movement of a foster child. Otherwise, FFA will notify COUNTY at least 60 days upon knowledge of, or at the request of, any resource family who currently has a COUNTY foster child prior to transferring from the current FFA to another FFA or County Resource Home. The current FFA will attend a Child and Family Team (CFT) meeting or a Hybrid Team Decision Making (TDM)/CFT with the COUNTY, prospective FFA, biological parents, the child, resource family, and any other pertinent individuals (ex. mental health therapist, school personnel, etc.), to discuss the best interest of the child. The COUNTY will have discretion to determine appropriate or continued placement with the current resource family. The COUNTY will determine if appropriate notification timelines listed in this provision were followed by the prospective FFA and the current FFA.
- iv. The prospective FFA will notify the current FFA immediately if an emergency arises. Otherwise, FFA will notify COUNTY at least 60 days upon knowledge of, or at the request of, the current FFA to the prospective FFA when a COUNTY foster child is involved. The COUNTY foster child will not be automatically moved with the resource family without a CFT or Hybrid TDM/CFT meeting with the COUNTY prior to the change.
- I. Coordinate with the COUNTY CWS Social Worker for after-hours placements. The after-hours placement agreement form, “Placement Agency – Foster Family Agency Agreement (SOC 154A—the State is pending updating this form to conform to RFA language)” must be signed by the FFA Social Worker at the time of placement (faxing or emailing the signed placement agreement at the time of placement will be accepted);
- J. Conduct supervised visitations as described in COUNTY Policy #40-03 and complete approved COUNTY forms associated with each visit when a COUNTY foster child is involved;
- K. Provide transportation to the school of origin for the COUNTY foster child to be in compliance with Assembly Bill 490, as applicable;
- L. Attend a CFT or Hybrid TDM/CFT meeting with the COUNTY CWS Social Worker, the FFA, current resource family, prospective resource family(s), and COUNTY foster child, as applicable and age appropriate, to discuss the best interest of the COUNTY foster child when a change of placement is being considered, unless it’s an emergency (one of abuse);

- M. Notify the COUNTY of any intended move of the COUNTY foster child and attend any associated CFT or Hybrid TDM/CFT meeting via Seven-Day notice prior to moving a child. Hybrid TDM/CFTs should be requested prior to issuing a formal seven-day notice when placement stability is at risk. COUNTY foster children are not to be automatically moved between resource family homes without a CFT or Hybrid TDM/CFT meeting prior to the change unless the COUNTY foster child is in imminent risk;
- N. Provide at least seven (7) days advance notice to the COUNTY if removal of a COUNTY foster child is requested unless it is agreed upon with the COUNTY that less time is necessary as noted on the SOC 156 form;
- O. Arrange respite care for the COUNTY foster child as needed. Respite care cannot be used by an FFA resource family to avoid giving a Seven-Day notice;
- P. Attend and participate at all case staffings (ex. CFTs, TDMs, Hybrid TDM/CFTs, Special Rates Committee, etc) as required by COUNTY;
- Q. FFA Social Workers may attend the Social Worker Core Trainings conducted by the Central California Training Academy (CCTA). The Social Worker Core Trainings are provided in a cycle throughout a 12 month period;
- R. FFA Social Workers will review the personal rights (as defined in Welfare and Institutions Code §16001.9 (LIC 613B form)) with the child and the FFA resource family every 90 days prior to the child's status review hearing and every 90 days after the child's status review hearing. The child, or for children under the age of ten, the child's representative must sign the LIC 613B. A copy of the completed LIC 613B is to be sent to the COUNTY;
- S. The FFA is required to post a copy of the child's personal rights in areas accessible to the public and in the FFA resource family home;
- T. The FFA director must attend the quarterly FFA Executive meetings. If the director cannot attend, a designee must be assigned to attend.
- U. The FFA will ensure that their agency representative will have someone available to answer the phone on weekends, evenings and holidays, also providing to the COUNTY updated contact information for after-hour coverage.
- V. Upon issue of the Agreement, the FFA will provide the County with a description and schedule of training curriculum they provide to their FFA resource family homes.

II. COUNTY will be responsible to:

- A. Provide required information to the FFA including the child's Case Plan, child's Placement Needs and Services Plan, Health and Education Passport, Protected Information, Medi-Cal card, Medical Authorization, Consent to Treatment Form and JV -220 with a seven (7) calendar day turnaround;
- B. Communicate and coordinate with the FFA regarding case plans, CFTs, visitation, transportation, and placement changes on behalf of children and families;

- C. Input into Child Welfare Services/Case Management Services (CWS/CMS) database the "Foster Family Agency CWS/CMS Contact/Service Deliver Log (SOC 160)" upon receipt from the FFA;
- D. Input into Child Welfare Services/Case Management Services (CWS/CMS) database the physical address of the FFA resource family home where the child is placed on the "Placement Page." The address of the FFA headquarters is to be input into CWS/CMS on the "Payee Page";
- E. Provide to the FFA an updated Tulare County CWS Roster with telephone numbers and e-mail addresses for each COUNTY CWS case carrying Social Worker, COUNTY CWS Supervisor, and COUNTY CWS Manager, including the Foster Care Ombudsman on a monthly basis.
- F. Foster Family who rescind their resource family approval and/or "transfer." *If COUNTY foster children are involved, they are not to be automatically moved to a new placement without a staffing with the COUNTY prior to the placement change;*
  - i. If a resource family with a COUNTY foster child rescinds their approval from a FFA and is not seeking to be approved with another FFA or County Home, the COUNTY will conduct a CFT or Hybrid TDM/CFT with the COUNTY CWS Social Worker, the current FFA, and the resource family(s) to discuss the best interest of the child prior to removal of said child.
  - ii. If a family with a COUNTY foster child rescinds their approval from one FFA to join another FFA or become a County Resource Family Home (transferring) and is seeking to continue caring for the COUNTY foster child, the COUNTY will coordinate and conduct a CFT or Hybrid TDM/CFT meeting with the COUNTY CWS Social Worker, current FFA, prospective FFA (if FFA to FFA transfer), and resource family(s) to discuss the best interest of the child. The COUNTY will have discretion to determine appropriate or continued placement. The COUNTY does not guarantee continued placement for said child. The COUNTY's decision will be partly based on the prospective FFA's good standing in accordance with all requirements of this Memorandum of Understanding that include: to collaborate, to cooperate, and to share appropriate information within specified time lines with other parties existing within this jurisdiction.
  - iii. County will notify FFA upon receipt of application of any FFA home applying to become a Tulare County Resource Family Home.
- G. Coordinate with the FFA Social Worker for after-hours placements. The COUNTY CWS Social Worker will contact the FFA Social Worker during a placement to obtain their signature on the placement agreement form, "Placement Agency – Foster Family Agency Agreement (SOC 154A—the State is pending updating this form to conform to RFA language)" (faxing the placement agreement will be acceptable);
- H. Provide to the FFA approved COUNTY forms and guidelines to conduct Supervised Visitations and provide the "Foster Family Agency CWS/CMS Contact/Service Delivery Log (SOC 160)" for face-to-face contacts with COUNTY foster children by the FFA;



- I. Conduct a CFT or Hybrid TDM/CFT meeting with the COUNTY CWS Social Worker, the FFA, current resource family(s), and prospective or new resource family to discuss the best interest of the child when placement may be disrupted;
- J. The COUNTY CWS Social Worker will notify the FFA and the FFA resource family of all case staffings (ex. CFTs, TDMs, Hybrid TDM/CFTs, Special Rates Committee, etc) where FFA participation is required;
- K. The COUNTY CWS Social Worker will arrange CFT or Hybrid TDM/CFT meetings and notify all participants including FFA Administration;
- L. Provide date, time, and location information to the FFA for the Social Worker Core Trainings conducted by the Central California Training Academy;
- M. The COUNTY CWS Social Worker will provide and review the Personal Rights (LIC 613B—the State is pending updating this form to conform to RFA language) form at the time of placement with all foster youth and the resource family, as defined in Welfare and Institutions Code §16001.9, and obtain the child's signature for children over the age of ten. The social worker will review these rights with the child every six months prior to the child's status review hearing and every six months after the child's status review hearing.

## Exhibit C

### **PROFESSIONAL SERVICES CONTRACTS** **INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

#### A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

#### B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
  - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
  - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
  - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

Automobile Exemption: I certify that \_\_\_\_\_ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

Workers' Compensation Exemption: I certify that \_\_\_\_\_ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Lisa Weigant, CEO Date: 2/25/19

Contractor Name Promesa Behavioral Health

Signature [Handwritten Signature]