

ORIGINAL

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

and

SENECA FAMILY OF AGENCIES

**Interstate Compact on the Placement of Children (ICPC)
Adoption Home Studies**

April 1, 2015 – June 30, 2017

AGREEMENT

I. DECLARATION

This agreement is entered into by and between the **MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES** (hereinafter referred to as COUNTY), and **Seneca Family of Agencies (Kinship Center)**, (hereinafter referred to as CONTRACTOR), for the purpose of coordinating Department Adoption Home Studies received through the Interstate Compact on the Placement of Children (ICPC). The purpose of this Agreement is to identify the roles and responsibilities of each of the parties.

II. PURPOSE

The purpose of this Agreement is to provide a support to the County Adoptions Unit in completing Adoption Home Studies received through ICPC, (Interstate Compact on The Placement of Children) in a timely manner, as authorized under Family Code 7901.1 and 7906.5.

ICPC, as enacted by all 50 states, is a uniform law with the sole purpose to protect the child and party states during interstate placement. Regulations can be found at: <http://www.aphsa.org/content/AAICPC/en/ICPCRegulations.html>

III. PROGRAM DESCRIPTION

A. Target Population

Requests for an adoption Home Study received in Monterey County from any of the 49 states, District of Columbia, or US Virgin Islands.

The Home Study is an evaluation conducted to determine whether a proposed placement of a child would meet the needs of the child and includes information on safety, permanency, health, well-being, mental-emotional and physical development.

B. Services

CONTRACTOR shall adhere to, and be in Compliance with, the Federal Rules, Regulations and Articles of the Interstate Compact on the Placement of Children in arranging, processing and contacting families and/or children who are subject to placement across state lines (Article III (a)).

1. Upon receipt of the 100A referral, as forwarded by the County ICPC Liaison and/or Adoption Supervisor, CONTRACTOR shall:
 - a. Assign an adoption Social Worker to complete an Adoption Home Study within 45 days of the receipt of the referral. If the Referral is received under Regulation 7, CONTRACTOR shall make every effort to complete the home study in less than 30 days;
 - b. Track and provide all contact notes/correspondence to the ICPC Liaison and/or Adoption Supervisor for entry into CWS/CMS;
 - c. Maintain regular communication with the ICPC Liaison and/or Adoption Supervisor in discussing any problems, concerns, additional documentation needed or recommendations;
 - d. Ensure the provisions of ICAMA (Interstate Compact on Adoption and Medical Assistance) are adhered to when necessary;
 - e. Provide any additional information needed to complete a 100A, the Financial /Medical Plan, or 100B;
 - f. Provide 3 copies of the completed home study and any supporting documentation to the ICPC Liaison and/or Adoption Supervisor;
 - g. In case of denial, participate in and provide documentation necessary during an appeal.

Reference:

(Family Code 7900 et. seq.; SSA Section 471(a)(15), 438 (a)(1)(E); California Code of Regulations, Title 22 Div. 2; CDSS Division 31-510; AAICPC Regulations 2,3, and 7.)

2. Other services that may be provided by CONTRACTOR include, but are not limited to:
 - Trainings offered to adoptive parents
 - ✓ Pathways to Permanence 1 (home study training series) - offered 3-4x/year. Open to families in a home study/certification process with Kinship;
 - ✓ Pathways to Permanence 2 (post placement series for parents whose children have experienced trauma/loss) – offered 3x/year. Open to COUNTY clients and outside attendees;
 - ✓ Other topics as requested, including: Trainings specific to development, attachment and adoption; relative care giving; Special Ed. /IEPs; Media Awareness; choosing and working with “the right fit” therapist; gang awareness and intervention;
 - ✓ Monthly parent support group.

IV. GENERAL PROVISIONS

A. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction, and the action or inaction of CONTRACTOR's officers, employees, agents, volunteers and subcontractors.

B. INSURANCE PROVISIONS

Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 (one million dollars) per occurrence; and

Worker's Compensation Insurance: If CONTRACTOR employs others in the performance of this Agreement, CONTRACTOR shall maintain Worker's Compensation Insurance in accordance with California Labor Code Section 3700, and with a minimum of \$1,000,000 (one million dollars) per occurrence for employer's liability.

Professional Liability Insurance: CONTRACTOR shall maintain in effect throughout the term of this Agreement Professional Liability Insurance in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If Professional Liability Insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

General Insurance Requirements: All insurance required by this Agreement shall be with a company acceptable to COUNTY and authorized by law to transact insurance business in the State of California. Unless otherwise specified in this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage.

Comprehensive General Liability and Automobile Liability shall provide an endorsement naming the COUNTY of Monterey, its officers, agents, and employees as Additional Insureds, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY, and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by CONTRACTOR's insurance.

Prior to the execution of this Agreement by COUNTY, CONTRACTOR shall file Certificates of Insurance with County's Contract Administrator, showing that CONTRACTOR has in effect the insurance required by this Agreement. CONTRACTOR shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy, which would alter the information of the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

In the event CONTRACTOR is lawfully self-insured in any or all of the required insurance areas referenced above, a letter certifying those areas of coverage and in the minimum amounts as set forth in this Agreement, shall be furnished by CONTRACTOR to County's Contract Administrator prior to the execution of this Agreement.

Cancellation of Insurance: Each liability policy shall provide that COUNTY will be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof. CONTRACTOR shall immediately obtain replacement coverage for any insurance policy that is terminated, cancelled, non-renewed, or whose policy limits have been exhausted, or upon insolvency of the insurer that issued the policy.

C. CONFIDENTIALITY

Confidentiality: CONTRACTOR and its officers, employees, agents, volunteers and subcontractors shall comply with Welfare and Institutions Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement.

Maintenance and Availability of Records: CONTRACTOR shall prepare and maintain all reports and records that may be required by federal, state or COUNTY rules and regulations, and shall furnish such reports and records to COUNTY, and to the state and federal governments, upon request.

Retention of Records: CONTRACTOR shall maintain and preserve all records related to this Agreement, and shall assure the maintenance of such records in the possession of any third party performing work related to this Agreement, for a period of five (5) years. Such records shall be retained beyond the five-year period until any pending litigation, claim, negotiation, audit exception, or other action involving this Agreement is resolved.

D. TERM

This Agreement shall commence effective **April 1, 2015** and remain in full force and effect through **June 30, 2017**, unless sooner terminated as provided herein. Either party may terminate this agreement without cause by giving thirty (30) days' written notice to the other party. This Agreement may be renewed or renegotiated upon the mutual written consent of all parties.

V. FISCAL PROVISIONS

CONTRACTOR agrees to complete the work outlined in this Agreement at **no cost** to COUNTY.

CONTRACTOR agrees to complete a maximum of five (5) Home Studies per fiscal year.

VI. CONTACTS

<p>Daniel Bach, MA III DSS, Family and Children's Services 1000 S. Main Street, Suite 205 Salinas, CA 93901 Tel: 831-796-3525 FAX: 831-7842123 bachd@co.monterey.ca.us</p>	<p>Leticia Galyean, Executive Director Seneca Family of Agencies 485 N. First Street San Jose, CA 95112 408-318-1963 408-554-4209 leticia_galyean@senecacenter.org</p>
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Administrative Oversight Team:

<p>Christine Lerable, Program Manager DSS, Family and Children's Services 1000 S. Main Street, Suite 112 Salinas, CA 93901 Tel: 831-755-8498 FAX: 831-755-4600 lerablec@co.monterey.ca.us</p>	<p>Nancy M. Murphy, Director Kinship Center 124 River Road Salinas, CA 93908 831.455.4705 nmurphy@kinshipcenter.org</p>
<p>Jeff Kessler, Supervisor ICPC Liaison DSS, Family and Children's Services 1000 S. Main Street, Suite 112 Salinas, CA 93901 Tel: 831-755-4413 FAX: 831-755-4438 kesslerj@co.monterey.ca.us</p>	

VII. MEETINGS/COMMUNICATIONS

1. The ICPC contact for the COUNTY shall maintain ongoing contact with the CONTRACTOR as requests are received. The purpose of this Agreement will be to maintain open communication, to oversee adherence to ICPC Regulations and time frames; discuss and make decisions regarding Home Study issues; evaluate contract usage and effectiveness; and make recommendations for processing or process modifications.
2. CONTRACTOR shall provide regular written communication to the COUNTY regarding changes that may impact this Agreement.

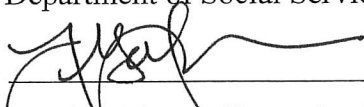
VIII. EXHIBITS

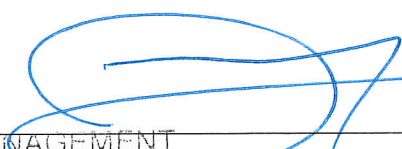
The following Exhibits are attached hereto and incorporated as part of this Agreement:

- Exhibit A HIPAA Certification
- Exhibit B Child Abuse Reporting Certification

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein above written.

BY _____ Date _____
Elliott Robinson, Director
Department of Social Services

BY  _____ Date 4/22/15
Leticia Galyean, Executive Director
Seneca Family of Agencies

APPROVED:  _____ Date 5/6/15

Monterey County ~~RISK MANAGEMENT~~ _____
Deputy County Counsel ~~COUNTY OF MONTEREY~~
**APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE**


Monterey County _____ Date _____
Risk Management 
Date: 5-7-15

EXHIBIT A

Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement (“the Agreement”) to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY ; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, 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 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.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY’s behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

- (a) CONTRACTOR agrees:
- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
 - (ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
 - (iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.
- (b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
- (i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
 - (A) the disclosure is required by law; or
 - (B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

EXHIBIT A

- (c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this

EXHIBIT A

Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Seneca Family of Agencies

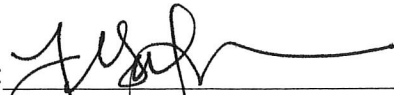
By: 
Title: Executive Director of Central Coast Programs
Date: 4/22/15

EXHIBIT B

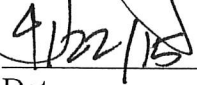
**CHILD ABUSE & NEGLECT REPORTING
CERTIFICATION**

Seneca Family of Agencies

HEREBY acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.



Authorized Signature


Date

- ◆ 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- ◆ Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.

Attachment: Calif. Penal Code Sections 11165.7 and 11166