

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24-5061	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Napa County Health and Human Services Agency

CONTRACTOR NAME
California Department of Social Services

2. The term of this Agreement is:

START DATE
July 1, 2024

THROUGH END DATE
June 30, 2027

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	14
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 Worker's Compensation Insurance	1
+ - Exhibit A - Attachment 4	State of California Automobile Liability/Physical Damage	1
+ - Exhibit B	Budget Detail and Payment Provisions	2

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
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PRINTED NAME OF PERSON SIGNING Marvel Alder	TITLE SSM I, Non-IT Contracts
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24-5061	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Napa County Health and Human Services Agency

CONTRACTING AGENCY ADDRESS

2751 Napa Valley Corporate Drive, Building B

CITY

Napa

STATE

CA

ZIP

94558

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Approved as to Form
Office of County Counsel

By: 
Date: September 20, 2024

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 Napa, 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 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 the CDSS may be referred to collectively as the “Parties,” or individually as a “Party.”

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 the CDSS may enter into an agreement for the CDSS to provide services or activities related to RFA. The County and the CDSS have identified legal services or activities to be provided by the CDSS in order to expedite the delivery of services to children and nonminor dependents who reside or may soon reside in a Resource Family (RF) 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 the CDSS, with an approval provided by the County.

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- 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 the CDSS Manual of Policy and Procedures section 22-001.
 - D. “Written Directives” (WDs)¹ means the written processes, standards, and requirements issued by the CDSS to implement the RFA Program. (See WDs Section 3-01.) 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.
 - b. For purposes of this subdivision, “Parties” shall include agents of the County who conduct RFA activities as described in Welfare and Institutions Code section 16519.5 et seq. on behalf of the County. The County shall ensure that agents of the County who conduct such RFA activities on behalf of the County are familiar with any applicable confidentiality laws, privacy laws, and laws governing attorney-client relationships, including, but not limited to, Evidence Code section 952.

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

¹ Version 8 of the Written Directives was used as a reference in creating this Agreement. The Written Directives may be revised by the CDSS during the term of this Agreement and shall be in effect from the date of revision.

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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.

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 RF 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 a 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 the CDSS Legal Division's scope of work shall not include Legal consultation or Legal 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 RF 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.

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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.
2. Pursuant to this Agreement, Legal consultation for denials or rescissions for which the County seeks, the 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 a RFA TSO.
5. Legal consultations 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 (LCM) for each matter upon which legal advice is sought through a consult with the CDSS Legal Division. A copy of the RFA LCM 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

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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, LCM, or statement of facts. Both Parties shall maintain the confidentiality of all attorney-client communications, including the LCM.

9. Using a secure or encrypted format, or a secure file transfer protocol, the County shall send a properly completed LCM, the draft Notice of Action, as well as relevant attachments related to the request for consult including, but not limited to, investigations, court records, arrest reports, and a draft Written Report (if application denial). 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 the CDSS RFA County Liaison to discuss the information in the LCM 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 LCM, present at the consult. If the County RFA worker or probation officer cannot attend in person, the County RFA 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 the CDSS, an investigation conducted by the 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 the 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

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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 LCM 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.
13. The CDSS Legal Division Consulting Attorney shall document the legal advice in writing within three (3) to five (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 the 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 Section III(B), the County waives its right pursuant to this Agreement to have the CDSS Legal Division representation on the appeal.

C. County Duties Regarding Processing the Notice of Action and Appeal:

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 Notice of Action, notice of a related licensing action by CCLD, an exclusion order, or the filing of formal pleadings, with the CDSS. (WDs, Article 12.)

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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 Notice of Action appeal status in the Administrative Action Records System (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. Obtain a legal case number from the CDSS RFA County Liaison and add the legal case number to the Statement of Facts;
 - e. 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; and,
 - f. Forward the appeal to the SHD by uploading the Notice of Action and appeal to the SHD's Appeals Case Management System (ACMS).

- 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-9029D: RFA Statement of Facts Dividers
 - c. 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 five (5) to seven (7) business days of receipt of an appeal into AARS. 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 the SHD (WDs, Article 12). No later than ten (10) business days after receipt of appeal, upload appeal and Notice of Action only into ACMS. 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 the CDSS when drafting the position statement. The County shall comply with the WDs Section 10-05 related to retention of the RF File.

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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 the 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 send secure email to the CDSS RFA County Liaison the Statement of Facts Divider with 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 the records to the CDSS Legal Division upon receipt.
 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 the 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 Consulting Attorney.
 - b. Preparing a new case memo identifying the Consulting Attorney and the Consulting 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 Consulting 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

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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 Consulting 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 the 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 the OAH, the Consulting 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 Child 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.
 - 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 County Welfare Director, Chief Probation Officer or designee. The CDSS Legal Division shall file a copy of the amended pleading with the 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 the 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.

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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 Consulting 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, their authorized representative, or the SHD, to the CDSS Legal Division Consulting 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 Consulting Attorney if there are concerns about the testimony of a child or similarly vulnerable witness at hearing as specified in the WDs, Article 12. The County shall assist the CDSS Legal Division Consulting 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 the SHD or the OAH, and prepare any necessary motions, briefs, subpoenas, settlement documents, or other hearing documents, including those related to the County's withdrawal of a Notice of Action and defaults, as outlined in the WDs.
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

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- g. Other hearing-related costs.
- 11. Following the SHD or the 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 the 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 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.
 - 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

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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 the 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 the 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 the CDSS and the County, where applicable.
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 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 in which the County and the 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 the CDSS or the County; and,
 - d. A request by the County for reconsideration of a CDSS issued order.

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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 (Facsimile).
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. In the event this Agreement expires or is terminated with open Legal consultations or Legal representation, the CDSS may complete such services in accordance with the terms in this Agreement.

V. Project Representatives for the CDSS and the County

CDSS Program Representative:

Name: Meryl Press
Title: RFA Policy Analyst
Address: 744 P Street, MS 8-13-552
Sacramento, CA 95814
Phone: (916) 651-9431
Email: Meryl.Press@dss.ca.gov

Napa County Health and Human Services Agency Representative:

Name: Alexys Vosmeier
Title: County Representative
Address: 2751 Napa Valley Corporate Drive, Building B
Napa, CA 94558-6216
Phone: (707) 253-6176
Email: Alexys.Vosmeier@countyofnapa.org

Changes to the Project Representative information may be made by written notice to the other Party and shall not require an amendment to this Agreement.

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VI. Authority to enter into this Agreement

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

GENERAL TERMS AND CONDITIONS

A. Term

The initial term of this Agreement shall commence on July 1, 2024 and shall terminate on June 30, 2027 (the “**Initial Term**”). This Agreement may be renewed by written amendment on a year-to-year basis for each one (1) year renewal period, upon its commencement, to constitute part of the “**Term**” for all purposes hereunder.

B. Termination

1. Termination without Cause: Each Party reserves the right to terminate this Agreement at any time and for any reason upon provision of ninety (90) days’ advance written notice to the other Party in accordance with paragraph O (Notices).
2. Termination for Cause: Each Party reserves the right to terminate the Agreement for cause. In addition, if either Party defaults under this Agreement, the Agreement may be terminated by the non-defaulting Party effective upon provision of forty-five (45) days advance written notice of termination provided to the defaulting Party in accordance with paragraph O (Notices).
3. Default Costs: In the event of termination of this Agreement due to a default by either Party, the non-defaulting Party shall not be liable for any costs incurred by the defaulting Party in connection with such termination.
4. Return of Materials: Upon the expiration or earlier termination of this Agreement, each Party shall return to the other Party any and all materials, equipment or documents provided by the other Party in connection with the activities governed by this Agreement within ten (10) business days of written demand therefor.

C. Ineligible for Federal Assistance

This Agreement is void or voidable if either Party receives reliable information that the other Party has been debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal agreements, certain sub-agreements, and certain Federal assistance and benefits.

D. Amendments

This Agreement may be modified, amended, or supplemented only by a written amendment, signed by a Representative from each Party, who has the authority to

GENERAL TERMS AND CONDITIONS

act on behalf of their respective Party. Each Party is responsible for obtaining the necessary approval(s) before entering into any amendment.

E. Time

1. Time is of the essence for the performance of the services of this Agreement. Each Party shall promptly comply with the terms of this Agreement and in the performance of the activities described in Exhibit A, Section III. If a Party is unable to comply with a term or requirement of this Agreement, it shall promptly notify the other Party's Project Representative of the inability to comply with the particular requirement or term.
2. Each Party to this Agreement shall devote such time to the performance of the activities described in Exhibit A as may be reasonably necessary for the satisfactory performance of the obligations of this Agreement.
3. The Party failing to meet the timelines described in the services in Exhibit A, Section III of this Agreement shall be responsible for any fees or costs imposed by the applicable law which result due to the other Party.

F. Default

Neither Party shall be considered to be in default of this Agreement to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

G. Conflict of Interest

The Parties agree to enforce the requirements of the California Government Code, section 1090 et seq. and sections 87100 through 87105 to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

H. Nondiscrimination

The Parties shall not discriminate in the employment of persons necessary to perform this Agreement on any legally impermissible basis, including on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

1. The Parties represent that each is aware and shall follow: a) Title VII of the Civil Rights Act of 1964, including subsequent amendments (42 U.S.C. § 2000e et

GENERAL TERMS AND CONDITIONS

seq.); b) the Age Discrimination Act of 1967 (29 U.S.C. § 621 et seq.); c) Title I of the Americans with Disabilities Act of 2008 (42 U.S.C. § 12101 et seq.); and d) the California Fair Employment and Housing Act (California Govt. Code, § 12900 et seq.), including the related regulations commencing at 2 CCR § 11006 et seq.

2. In the provision of services each Party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination.
3. The Parties agree to include the non-discrimination and compliance provision of this paragraph in all sub-agreements, if any, to perform services under this Agreement.

I. Change in Statutes or Regulations

If there is a change of statute or regulations, including the Written Directives (WDs), applicable to the performance of this Agreement, both Parties agree to be governed by the new provisions, unless either Party gives Notice to terminate pursuant paragraph O of this Agreement or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Agreement.

J. Assignment

Except as specifically authorized within the Agreement, no rights may be assigned and no duties under this Agreement may be delegated by a Party without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be void. Each successor or assignee of the applicable Party to this Agreement shall be held jointly and severally liable under this Agreement.

K. Responsibility of Project Representatives

All matters concerning the administration of this Agreement, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the Party's employee specified, in writing, by the Project Representative. A Party may, in its sole discretion, change its designation of its Project Representative upon providing written notice to the other Party at least ten (10) days prior to such change in accordance with paragraph O (Notices). The Project Representatives for the Parties are specified in the Exhibit A, Page 13, in Section V.

GENERAL TERMS AND CONDITIONS

L. Waiver

1. Any waiver shall be memorialized in writing and signed by the Project Representative of each Party. However, neither Party may waive provision or right in the Agreement that is a required act specified in the WDs.
2. The failure of either Party to enforce any right or provision of this Agreement shall not be construed as a waiver by the other Party of its rights under the Agreement and shall not prevent the other Party from subsequently enforcing such right or provision.

M. Cumulative Rights

The rights and remedies of the Parties herein are cumulative and are in addition to any other rights or remedies that the Parties may have at law or in equity.

N. Severability

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

O. Notices

A notice to the other Party in the administration of this Agreement shall be given to the Party's Project Representative by regular mail, by facsimile transmission, or by email as more particularly specified in this paragraph. Any such notice shall be deemed given on:

1. Personal Service: The day the notice is personally delivered to the Party's Project Representative.
2. United States Mail: Five (5) days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative with first-class postage fully prepaid;
3. Facsimile: On the day the notice is transmitted by facsimile to the facsimile number specified in the SOW, section V, on page 13 provided that an original of such notice is deposited in the United States mail, addressed to the Party's Project Representative on the same day as the facsimile transmission is made;

GENERAL TERMS AND CONDITIONS

or Email: On the day the notice is transmitted by email to the email address of the Party's Project Representative.

P. Compliance with Applicable Laws

The Parties shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the service specified in this Agreement. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Agreement.

Q. Negotiated Agreement

This Agreement was negotiated between the Parties. Neither Party is deemed to be the Party which prepared this Agreement within the meaning of California Civil Code, section 1654.

R. Independent Advice

Each Party represents that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other Party. Each Party also represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such Party willingly foregoes any such consultation.

S. Information Subject to a Business Associate Agreement

The Parties agree to identify for the other Party protected health information in the records that was provided through a business associate agreement of a covered entity, as required by 42 U.S.C 1320d and its implementing regulations at 45 CFR Parts 142, 160, 162, and 164, collectively referred to as the Health Insurance Portability and Accountability Act Privacy Rule.

T. Conflicting Disclosure Laws

The Parties agree to follow the requirements of the law for the disclosure of confidential records. When in doubt as to whether a record in its possession should be disclosed or withheld, each Party agrees to contact its Legal Counsel for direction.

GENERAL TERMS AND CONDITIONS

U. Mailing of Confidential Information

The Parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are double enveloped with the interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require that the records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

V. Transporting Records

The Parties agree that all records containing personal or confidential information shall be transported in a secure manner. When using a third party who is not a Party to this Agreement to transport records to the other Party, the Parties each agree to notify the other before sending records to the other containing personal or confidential information, as defined in law. Notice may be provided electronically, but receipt of the message must be confirmed before commencing the transport of the records to the other Party. Additionally, except for personal delivery by a representative of the Parties a bonded courier service shall be used. The records shall be securely double-enveloped or boxed with the interior envelope or box identified as confidential and properly addressed to the intended recipient/employee. Upon delivery, the courier shall obtain a signed acknowledgement of receipt from the entity receiving the documents. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

W. Indemnification

1. Claims Arising from Acts or Omissions of the County

The County hereby agrees to defend and indemnify the CDSS, its agents, officers, and employees (hereinafter collectively referred to as the CDSS), from any claim, action or proceeding against the CDSS arising from the County's negligence in the performance of the services and activities of this Agreement, including omissions to act. At its discretion, the CDSS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this Agreement. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

2. Claims Arising from Acts or Omissions of the CDSS

The CDSS hereby agrees to defend and indemnify the County, its agents, officers, and employees (hereinafter collectively referred to as the County),

GENERAL TERMS AND CONDITIONS

from any claim, action or proceeding against the County arising from the CDSS' negligence in the performance of the services and activities of this Agreement, including omissions to act. At its discretion, the County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the CDSS of any obligation imposed by this Agreement. The CDSS shall notify the County promptly of any claim action or proceeding and cooperate fully.

X. Relationship of the Parties

The CDSS is acting as a contractor for the delivery of the services; this is not a joint venture agreement between the Parties. It is understood by all Parties that this Agreement does not create an employer-employee relationship between the Parties. Each Party agrees that it shall not enter into agreements or make representations or promises on behalf of the other Party, except as identified in Exhibit A.

Y. Bankruptcy

The Parties shall immediately notify the other in the event that either ceases conducting business in the normal manner or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business on assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of this state relating to insolvency or protection of the rights of creditors.

Z. Insurance Requirements

The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or connection with the performance of services under this Agreement by the CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with Exhibit A, Attachment 3. Evidence of the CDSS' self-insurance for liabilities, from the use of motor vehicles includes owned, non-owned, and hired vehicles used by the CDSS employees in the performance of services, is provided with Exhibit A, Attachment 4.

AA. Title to Documents; Copyrights

The reports, forms and other materials produced by the CDSS pursuant to this Agreement are the property of the CDSS and shall not be subject to any copyright claimed by the County, its employees, subcontractors or agents. However, the County may use for administrative purposes completed materials developed or produced by the CDSS. Incomplete documents or projects may not be used without the prior written consent of the CDSS. Records, reports, or documents

GENERAL TERMS AND CONDITIONS

containing personal or confidential information shall not be used for any commercial purpose and shall not be copyrighted by either Party, including the employees, officers, directors, or agents of each Party.

BB. Venue

It is agreed by the Parties to this Agreement that, unless expressly waived by the CDSS, any action brought to enforce provisions of this Agreement for declaratory relief shall be filed and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

CC. Controlling Law

The validity, interpretation and performance of this Agreement shall be construed under the laws of the State of California, or when applicable federal law.

DD. Entire Agreement

This Agreement is the entire Agreement of the Parties for the performance of the services described in Exhibit A. There are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached hereto or incorporated by reference. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the Parties.

Information Security Requirements

I. Information Security Incidents and/or Breaches

- A. Discovery and Notification of Incidents and/or Breaches.** The CDSS shall be responsible for facilitating the Incident and/or Breach response process as described in California Civil Code 1798.29(e), California Civil Code 1798.82(f), and SAM 5340, Incident Management. The CDSS shall notify the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within one (1) working day by telephone call and email upon the discovery of the Incident and/or Breach affecting the security of County Confidential, Sensitive, and/or Personal (CSP) Information if the County CSP was, or is reasonably believed to have been, acquired by an unauthorized person, or there is an intrusion, potential loss, or unauthorized use or disclosure of the County CSP is in violation of the Agreement, this provision, the law, or potential loss of the County CSP that is in violation of this Attachment 2. The CDSS shall take:
1. Prompt corrective action to mitigate any risks or damages involved with the Incident and/or Breach and to protect the operating environment;
 2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- B. Isolation of System or Device.** A system or device, containing County CSP, compromised by an Incident and/or Breach involving an exploitation of a technical vulnerability, shall be promptly disconnected from the CDSS' production environment with access to only individuals who are participating in the investigation, mitigation, and remediation of the Incident and/or Breach. Such system or device shall remain disconnected from the production environment until the risk from the exploited vulnerability has been adequately mitigated. The County must be contacted prior to placing the previously compromised system or device, containing County CSP, back in the production environment. The affected system or device, containing County CSP, shall not be returned to operation in the production environment until the County Information Security and/or Privacy Officer gives its approval.
- C. Investigation of Incidents and/or Breaches.** The CDSS shall promptly investigate such Incidents and/or Breaches.
- D. Updates on Investigation.** The CDSS shall provide regular (at least once a week) email updates on the progress of the Incident and/or Breach investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer.

E. Written Report. The CDSS shall provide a written report of the investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within fifteen (15) working days of the discovery of the Incident and/or Breach. To the extent the CDSS has such information, the report shall include but not be limited to the following:

1. The CDSS point of contact information;
2. Description of what happened, including the date of the Incident and/or Breach and the date of the discovery of the Incident and/or Breach, if known;
3. Description of the types of County CSP that were involved, and the extent of the information involved in the Incident and/or Breach;
4. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed County CSP;
5. A description of where the County CSP is believed to have been improperly transmitted, sent, or utilized;
6. A description of the probable causes of the improper use or disclosure;
7. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and
8. Full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Incident and/or Breach.

F. Notification of Individuals. The CDSS shall notify individuals of the breach or unauthorized use or disclosure when notification is required under applicable state or federal law as determined by the County. The CDSS shall pay any costs of such notifications, as well as any costs associated with the breach. The CDSS Program Contract Manager and the County Information Security and/or Privacy Officer shall promptly approve the time, manner and content of any such notifications, and such approval shall not be unreasonably withheld.



**STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2024 / JUNE 30, 2025**

To Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program (Gov. Code section 900, et. seq.) P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. [File Government Claim for Eligible Compensation](#)

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.). [Report Vehicle Accident Involving State Employees](#)

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Sincerely,

A handwritten signature in black ink that reads 'Devon Lima-Mitchell'.

Devon Lima-Mitchell, *Insurance Analyst*
Office of Risk & Insurance Management
California Department of General Services
devon.limamitchell@dgs.ca.gov

Non-Auto Claims: Government Claims Program | Tel 800.955.0045 | gcinfo@dgs.ca.gov
Auto Claims: Motor Vehicle Liability Self-Insurance Program | Tel 800.900.3634 | claims@dgs.ca.gov
Self-insurance Letter Requests: riskmanagement@dgs.ca.gov



**STATE OF CALIFORNIA
AUTOMOBILE LIABILITY / PHYSICAL DAMAGE
FISCAL YEAR JULY 1, 2024 / JUNE 30, 2025**

To Whom It May Concern:

Please accept this letter as certification that the State of California has elected to be self-insured for liability and physical damage arising out of the ownership, maintenance, and operation of land motor vehicles.

Under this program, the Office of Risk and Insurance Management administers liability claims arising out of the operation of the vehicle. Physical Damage to such vehicle may be reimbursed by the Employing State Agency in accordance with State Administrative Manual (SAM) sections 2420 and 4116.

Sincerely,

A handwritten signature in black ink that reads "Devon Lima-Mitchell". The signature is written in a cursive style.

Devon Lima-Mitchell | *Insurance Analyst*
Office of Risk and Insurance Management
California Department of General Services
Devon.LimaMitchell@dgs.ca.gov

Non-Auto Claims: Government Claims Program | Tel 800.955.0045 | gcinfo@dgs.ca.gov

Auto Claims: Motor Vehicle Liability Self-Insurance Program | Tel 800.900.3634 | claims@dgs.ca.gov

Self-insurance Letter Requests: riskmanagement@dgs.ca.gov

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this Agreement shall not exceed \$0.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

2024/25	\$0.00
2025/26	\$0.00
2026/27	\$0.00

2. Continuation of Services

In the event this Agreement expires or is terminated with open Complaint Investigations, Legal Consultations or Legal Representation on Appeals/SHD and OAH Hearings, CDSS may complete such actions in accordance with the terms of this Agreement.

B. State Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. For Contracts with Federal Funds

1. It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both Parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

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

D. Review

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