# AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND READY FOR LIFE FOSTER FAMILY AGENCY

This agreement is entered into between the County of Tehama, through its Department of Social Services, ("County") and Ready for Life Foster Family Agency ("Contractor") for the purpose of coordinating and performing psychosocial assessments ("Family Assessment") as a required component of the approval process to become a Tehama County licensed Resource Family.

## 1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall provide services in accordance with the Scope of Work, Exhibit C, attached hereto and made a part of this agreement.

## 2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement and provide items as detailed on Scope of Work, Exhibit C.

#### 3. **COMPENSATION**

Contractor shall be paid \$1,800 per Family Assessment and \$675 per updated Family
Assessment, as set forth in Exhibit C. The Maximum Compensation payable under this
Agreement shall not exceed \$60,000. Contractor shall not be entitled to payment or
reimbursement for any tasks or services performed except as specified herein. Contractor shall
have no claim against County for payment of any compensation or reimbursement, of any kind
whatsoever, for any service provided by Contractor after the expiration or other termination of
this Agreement. Contractor shall not be paid any amount in excess of the Maximum
Compensation amount set forth above, and Contractor agrees that County has no obligation,
whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs,
expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation
amount set forth above. Should Contractor receive any such payment it shall immediately notify

County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

#### 4. **BILLING AND PAYMENT**

On or before the 15th of each month, Contractor shall submit to County an itemized invoice (Exhibit F) for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

## 5. TIMELY SUBMISSION

Notwithstanding section #4, Contractor shall submit a final undisputed invoice for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the County under this Agreement have ceased and that no further payments are due or outstanding. County will not honor any delinquent invoice. Contractor will be deemed to have forfeited its right to payment and shall have no claim against County for payment, of any kind whatsoever, for any delinquent invoice.

## 6. TERM OF AGREEMENT

This agreement shall commence on July 1, 2025 and shall terminate June 30, 2027, unless terminated in accordance with section 7 below.

## 7. TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Director, the Chairperson of the Tehama County Board of Supervisors or the Purchasing Agent, as indicated on the signatory page.

## 8. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

## 9. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

#### 10. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's

Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

#### 11. INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

#### 12. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to <u>Exhibit A</u>, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

## 13. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable,

County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

#### 14. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

## 15. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

#### 16. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

#### 17. LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

#### 18. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

## 19. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

NOTICES TO COUNTY:	NOTICES TO CONTRACTOR:
Bekkie Emery, Director	Nena Panza, CEO/Administrator
Tehama County Department of Social Services	Ready for Life Foster Family Agency
P. O. Box 1515	PO Box 991393
Red Bluff, CA 96080	Redding CA 96099
Fax: 530-527-5410	530-222-1826
CWS LICENSING SUPERVISOR	PERSON RESPONSIBLE FOR
RESPONSIBLE TO RECEIVE STATUS	REPORTING:
REPORTS AND LETTERS	
Nancy Keyes, CWS Supervisor	Megan Preller
Tehama County Department of Social Services	Ready for Life Foster Family Agency
PO Box 1515	PO Box 991393
Red Bluff CA 96080	Redding CA 96099
Phone: 530-528-4934	530-222-1826
nkeyes@tcdss.org	
ANALYST RESPONSIBLE TO RECEIVE	PERSON RESPONSIBLE FOR
MONTHLY SERVICS REPORTS:	REPORTING:
Kim Granados, Staff Services Analyst	Megan Preller
Tehama County Department of Social Services	Ready for Life Foster Family Agency
PO Box 1515	PO Box 991393
Red Bluff CA 96080	Redding CA 96099
OR Emailed to kgranados@tcdss.org	530-222-1826
OR delivered in person to 310 S Main Street	
Phone: 530-527-4170	
Fax: 530-527-5410	
INVOICES SUBMITTED TO COUNTY:	PERSON RESPONSIBLE FOR
	INVOICING:
Submit Invoices by email:	Nena Panza, CEO/Administrator
	Ready for Life Foster Family Agency
AccountsPayable@tcdss.org	PO Box 991393
	Redding CA 96099
	530-222-1826

Notice shall be deemed to be effective two days after mailing.

## 20. **NON-EXCLUSIVE AGREEMENT:**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

## 21. STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

## 22. <u>LICENSING OR ACCREDITATION</u>

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

## 23. **RESOLUTION OF AMBIGUITIES**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

#### 24. NO THIRD PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

#### 25. HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

#### 26. HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

## 27. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic

signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

#### 28. EXHIBITS

Contractor shall comply with all provisions of Exhibits A through F, attached hereto, and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

## 29. OWNERSHIP OF DOCUMENTS

All documents, notes, reports, electronic storage media, plans, or any other materials produced by Contractor during the term of this agreement for any purpose related to the agreement shall become the property of the County. Contractor shall deliver, upon full payment by the County for services rendered hereunder, all such materials to County.

## 30. **DOCUMENTS AND RETENTION**

- 1. Contractor and County agree to retain all documents relevant to this agreement for five years from the termination of the agreement or until all audits, Federal and/or State, are complete, whichever is later. Upon request, Contractor shall make available these records to the County, State, or Federal government representatives.
- Contractor shall provide County all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by Contractor pursuant to this agreement, should this agreement be terminated.
- 3. Contractor shall develop and maintain records concerning the services provided pursuant to this agreement. Contractor shall also provide all information necessary for quarterly reports or other reports required by County, State or the Federal government. Contractor shall fully cooperate with the County in providing any information needed by any governmental entity concerning this agreement.

## 31. <u>SEXUAL HARASSMENT</u>

Contractor shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor shall provide services in accordance with Exhibit B, Nondiscrimination Clause, attached hereto, and the Tehama County Sexual Harassment Policy, available upon request; both made part of this agreement.

## 32. **CONFLICT OF INTEREST**

Contractor and Contractor's employees shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this agreement.

## 33. **CONFIDENTIALITY**

The intent of this agreement is for the Contractor to provide Family Assessments for Licensed Resource Family approval. However, should specific information regarding the County's clients become known to Contractor, the following confidentiality rules shall apply:

- a. Contractor shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:
  - All applications and records concerning any individual made or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.
  - 2.) No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
  - 3.) No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.

- b. Contractor shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.
- c. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.
- d. Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The Contractor understands that he/she/it is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client, or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

#### 34. AVAILABILITY OF FUNDS

All funding under this agreement is subject to the availability of Federal, State, and County funds. If at any time during the period covered by this agreement the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the County or the Contractor, effective with the date funding is discontinued or decreased.

In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

### 35. MONITORING, VIOLATIONS, BREACHES OF AGREEMENT

The County may monitor the Contractor's performance to assure compliance with the terms, conditions, and specifications of this agreement.

Contractor shall develop and make known to recipients the procedure for presenting grievances or complaints regarding services and shall be able to present the procedure to County at any time. This shall include informing recipients of their right to a State hearing.

The County may take appropriate remedies, such as fiscal penalties or withhold payment in instances whereas the Contractor or any person employed by Contractor, in any capacity during the progress of the work, whether by negligence or otherwise breach or violate any provision of this agreement.

## 36. MISCELLANEOUS PROVISIONS

Contractor will recognize the mandatory standards and policies relating to energy efficiency in the state energy conservation plan. {Title 24, California Administrative Code}.

If the amount of this agreement is in excess of \$10,000.00, Contractor is required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

If the amount of this agreement is in excess of \$100,000.00, Contractor is required to comply with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES

Date: April 110, 2075

Bekkie F. Emery, Director

READY FOR LIFE FOSTER FAMILY AGENCY

Date: 13 25 25

Nena Panza, CEO/Administrator

111995 Vendor Number

5013-532300 Budget Account Number

93.658 Federal Funding CFDA #

#### Exhibit A

#### INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

## Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

## Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less

than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

#### Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

#### Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

#### Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

#### Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

#### Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

## Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

#### **Policy Obligations**

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

## Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

#### **EXHIBIT B**

#### NONDISCRIMINATION CLAUSE

The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 (c), (h) (1), (I), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations Section 98000-98413; the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of age, sex, color disability, national origin, race, marital status, religion or political affiliation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HERREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited. By ACCEPTING THE ASSURANCE, the Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations, and permit authorized CDSS and /or federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance. This ASSURANCE is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

## **EXHIBIT C**

## Scope of Work

Target Population: Prospective Tehama County Resource Family Approval (RFA) homes as well as current foster parents who have yet to complete the RFA conversion process.

#### Contractor Responsibilities

## Contractor agrees to:

- I. Upon receipt of a referral from County, Contractor shall mail a letter to the RFA applicant informing them that Contractor has been assigned to conduct a psychosocial assessment ("Family Assessment"). A courtesy copy of this letter shall be provided to the County's CWS Licensing Supervisor which shall serve as a receipt of the referral.
- 2. Master of Social Work (MSW)/Master of Arts (MA) Social Worker/Home Study Practitioner, or on a temporary basis a lesser degree social worker approved by Community Care licensing, and Supervisor shall conduct the Family Assessment. A minimum of 2 face-to-face interviews at 1-3 hours per interview shall occur.
- 3. Ensure Family Assessments are completed in compliance with the California Department of Social Services (CDSS) RFA Written Directives Version 8, Section 6-05 attached hereto as Exhibit D, "Written Directives". It shall be Contractor's responsibility to obtain any subsequent revisions to the Written Directives and adhere to any new provisions affecting Family Assessments.
- 4. Develop a report for each assessment performed using a template to be agreed upon with the County. The report will be used by County to develop the Written Report as required pursuant to the Written Directives. Contractor's report shall address the following:
  - a. An evaluation of the information obtained during a Family Assessment of an applicant, including a risk assessment, as specified in Section 6-05 of the Written Directives attached hereto as Exhibit D.
  - b. Determination of an applicant's commitment and capability to meet the needs of a child or non-minor dependent placed in his or her home to include, but not be limited to:
    - i. Strengths and weaknesses of the applicant.
    - ii. Whether the applicant would prefer to adopt, become a legal guardian, or provide foster care.

- iii. Understanding of the needs, safety, permanence, and well-being of children or non-minor dependents, including those who have been victims of abuse or neglect.
- iv. Ability and willingness to participate in the Quality Parenting Initiative.
- v. The characteristics of a child or non-minor dependent an applicant may best serve.
- 5. Fees: Ready for Life will conduct assessments at a rate of \$1,800 per full Family Assessment and at \$675 per updated Family Assessment. Contract Period from July 1, 2025 to June 30, 2027. Total contract expense not to exceed \$60,000.
- 6. Timelines: For emergency placements, Contractor shall complete the SAFE tool and report or a tool and report mutually agreed upon by the County and Contractor and submit both to the County's RFA Supervisor within 60 calendar days of referral. For all other (non-emergency) referrals, Contractor shall complete the SAFE tool and written report or a tool and report mutually agreed upon by the County and Contractor and submit both to the County's CWS Licensing Supervisor within 90 calendar days.
- 7. Participate in meetings (in-person or by phone) as requested by County on an asneeded basis and/or respond to written requests for additional information or clarification regarding a pending or completed Family Assessment.
- 8. Participate in the ongoing monitoring of this agreement by County (Exhibit E) which includes at least one on-site visit.

#### County Responsibilities

## County agrees to:

- 1. Provide Contractor with a referral form for each Family Assessment requested. All family members who have applied to become a Resource Family within the same household will be on the same Family Assessment Referral Form and will constitute one referral. County will provide additional information (if necessary and available) regarding families referred to Contractor at Contractor's request.
- 2. Provide a copy of the previous home study to the Contractor when an update is requested and the Contractor did not conduct the original home study.
- 3. Meet with Contractor quarterly to discuss the progress of this agreement utilizing the Tehama County Quarterly Contract Monitoring Tool (Exhibit E) and to make any necessary adjustments in order to meet the desired outcomes.

#### **EXHIBIT D**

## Written Directives Version 8.0 (ca.gov)

(Effective Date: November 1, 2022)

## SECTION 6-05: Family Evaluation

- (a) A County shall conduct interviews as follows:
  - (1) A minimum of two face-to-face interviews with an applicant.
    - (A) If there is more than one applicant, then one individual interview of each applicant and one joint interview of all applicants shall occur.
    - (B) If an applicant refuses to participate in an interview, a County shall deny the application.
    - (C) One of the required interviews shall occur at the applicant's residence and shall include observation of the family environment, and if applicable, any parent-child interaction. Handbook Begins Here Flexibility with the applicant's schedule should be considered when scheduling the interviews. Interviews may occur prior to or after a child and family team meeting, monthly caseworker visit, during the home health and safety assessment, or other convenient times or locations for the family. Handbook Ends Here
  - (2)
- (A) A minimum of one separate face-to-face interview of all other adults, children, nonminor dependents, and adoptive, biological, and guardianship children, residing in the home of an applicant to ascertain:
  - (i) Parenting skills of the applicant.
  - (ii) Strengths and weaknesses of the applicant.
- (B) Interviews with other adults residing in the home shall include a discussion of the individual's background check results
- (C) If the RFA program staff is unable to meet with the other adults' face to face, then the interview may be conducted via web-based audio-video communications.
- (D) If an adult residing in the home is unable to participate in an interview due to a compelling circumstance, a County shall determine if the interview is necessary to assess the applicant's ability to be approved as a Resource Family.
- (3) Additional interviews of an applicant or other individuals, as deemed necessary by the County.
- (b) At a minimum, the following information shall be gathered during the family evaluation of an applicant:
  - (1) Motivation to become a Resource Family, including the relationship to a specific child or nonminor dependent considered for placement with the applicant.
  - (2) Childhood upbringing and experiences.
  - (3) Adult experiences and personal characteristics.
  - (4) A risk assessment, which shall include:
    - (A) Past and current alcohol and other substance use and abuse history.
    - (B) Physical, emotional, and sexual abuse, neglect, and family domestic violence history.
    - (C) Past and current physical and mental health.
  - (5) Current relationships.
    - (A) Co-parenting roles.

- (B) If the applicant's spouse, domestic partner or significant other did not apply for Resource Family Approval, then the reasons for the individual application shall be discussed.
- (6) Parenting experiences, practices, and discipline methods.
  - (A) Discussion of how the applicant will promote a normal, healthy, balanced, and supported childhood experience and treat a child or nonminor dependent as part of the family, to the extent possible.
  - (B) Ability to parent a child or nonminor dependent from different backgrounds or experiences, including race, ethnicity, sexual orientation, gender identity, or a child who is gender non-conforming.
  - (C) In the case of an Indian child, willingness to collaborate with the child's Tribe to maintain the child's connection to the Tribe.
  - (D) In the case of an Indian child, willingness to provide opportunities to the Indian child to attend cultural events that are in line with the prevailing social and cultural standards of the child's Tribe(s).
- (7) Discussion of the background check results.
- (8) Discussion of any services needed by the applicant to meet their Resource Family responsibilities.
- (9) Employment.
- (10) Financial situation.
  - (A) Ability to ensure the stability and financial security of the family.
    - (i) In the case of a relative, nonrelative extended family member, or extended family member in the case of an Indian child, the requirement to demonstrate financial stability may be waived on a case-by-case basis.
    - (ii) There are no minimum income requirements for Resource Family Approval.
  - (B) Understanding of legal and financial responsibilities when caring for a child or nonminor dependent.
- (11) Knowledge or ability to demonstrate an understanding of the following:
  - (A) The safety, permanence, protection and well-being of children and nonminor dependents who have been victims of child abuse and neglect.
  - (B) The needs and development of children and nonminor dependents.
  - (C) Effective parenting skills or knowledge about parenting.
  - (D) A Resource Family's role and capacity to work cooperatively with the County, birth parents, extended family, Tribe, and other service providers in implementing the child's or nonminor dependent's case plan.
  - (E) The rights of children and nonminor dependents in care and a Resource Family's responsibility to safeguard those rights.
- (12) An ability and willingness to do the following:
  - (A) Meet the needs of children and nonminor dependents.
  - (B) Make use of support resources offered by a County or by a support structure in place, or both.
  - (C) Prepare a child for adulthood or prepare a nonminor dependent for the transition to independent living.
  - (D) Participate in the Quality Parenting Initiative Partnership Plan, if applicable.
  - (E) Honor the natural connections of a child or nonminor dependent.

- (F) In the case of an Indian child, the ability to help maintain the child's connection with the Tribe, such as by visitation and participation in cultural events and ceremonies.
- (G) Support permanency plans for a child or nonminor dependent, including reunification, and help prepare a child or nonminor dependent for permanence or provide permanency.
- (c) In the case of an Indian child, the County shall invite the tribal representative to participate during the interviews outlined in Section 6-05(a) and 6-05(b), respectively.
  - (1) The County shall collaborate with the tribal representative to schedule mutually agreeable dates and times for any in-person assessments of the home or family, or if the tribal representative is unable to be present face-to-face, arranging a telephonic or video conference with the tribal representative.
  - (2) The County shall document all contacts and attempted contacts with the Tribe, including the dates, method of contact, and the name of the representative that was contacted.
    - (A) If the tribal representative is unable to participate, the County shall document the invitation, and the reason the representative was unable to participate, if known.
  - (3) The county shall inform the tribal representative, verbally or in writing, of the outcomes of any interview or meeting the tribal representative was unable to participate.
- (d) When evaluating information that shows an applicant has a history of conduct that may pose a risk or threat to the health and safety, protection, or well-being of a child, nonminor dependent, or other individual, a County shall consider the factors specified in Section 6-03B(i) and (j), if applicable, and any other relevant information.
- (e) A County may review information contained in the Child Welfare Services/Case Management System (CWS/CMS) or Child Welfare Services-California Automated Response and Engagement System (CWS-CARES) databases regarding an applicant to develop topics to discuss with an applicant during a family evaluation.

## EXHIBIT E CONTRACT MONITORING TOOL

Tehama County Quarter	y Contract Monitoring Tool	
I. General Information:		MEGAFIN
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Purpose:		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Amount of Contract:		
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II. Contracted Outcomes:		TANKS CONSTRUCTION
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IV. Goals Updates From Prior Meeting:		
V. Successes:	VI. Challenges:	
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VII. Goals for Next Quarter:	VIII. Strategies for improvement:	III- WEINE
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## EXHIBIT F SAMPLE INVOICE

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