

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **TAPESTRY FAMILY SERVICES**, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH**

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its emergency foster care homes; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this Agreement and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit A, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A     Definition of Services
- Exhibit B     Payment Terms
- Exhibit C     Insurance Requirements
- Exhibit D     Assurance of Compliance with Nondiscrimination in State and  
                 Federally Assisted Programs
- Appendix A   Certification Regarding Debarment, Suspension, and Other  
                 Responsibility Matters -- Lower Tier Covered Transactions

The term of this Agreement shall be from September 1, 2023 (the "Effective Date"), and shall continue through June 30, 2024.

The compensation payable to CONTRACTOR hereunder shall not exceed Ninety-Two Thousand Dollars (\$92,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Bekkie Emery  
Bekkie Emery, Social Services Director

Date: July 25, 2023

Budgeted: Yes  
Budget Unit: 5010  
Line Item: 86-3133  
Org/Object Code: SSEC  
Grant: No  
Grant No.: 'N/A'

COUNTY OF MENDOCINO

By: Glenn McGourty  
GLENN MCGOURTY, Chair  
BOARD OF SUPERVISORS

Date: 08/29/2023

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Amap  
Deputy 08/29/2023

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Amap  
Deputy 08/29/2023

INSURANCE REVIEW:

By: Darcie Antle  
Risk Management

Date: 07/24/2023

CONTRACTOR/COMPANY NAME

By: Natalie Shepard, ASW  
Natalie Shepard, MSW, Executive Director

Date: 7/25/2023

NAME AND ADDRESS OF CONTRACTOR:

TAPESTRY FAMILY SERVICES  
169 Mason Street, Suite 300  
Ukiah, CA 95482  
463-3300 ext. 127  
NatalieS@tapestryfs.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: Charlotte Scott  
Deputy

Date: 07/24/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Sara Pen  
Deputy CEO or Designee

Date: 07/24/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☒ EB# 22-64  
Mendocino County Business License: Valid ☐  
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

## **GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
  - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other Agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

**Personal delivery:** When personally delivered to the recipient, notices are effective on delivery.

**First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

**Overnight Delivery:** When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO  
Department of Social Services  
Family and Children's Services  
P.O. Box 839  
Ukiah, CA 95482  
Attn: Waldi Helma

To CONTRACTOR: TAPESTRY FAMILY SERVICES  
169 Mason Street, Suite 300  
Ukiah, CA 95482  
Attn: Natalie Shepard, MSW

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:  
CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
  - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
  - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
  - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
  - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.
- CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and



other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY

should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed \$92,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter

thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
  - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **INTELLECTUAL PROPERTY WARRANTY:** CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this Agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. **ELECTRONIC COPIES:** The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. **COOPERATION WITH COUNTY:** CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. **PERFORMANCE STANDARD:** CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally

accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. **ATTORNEYS' FEES:** In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

## EXHIBIT A

### DEFINITION OF SERVICES

#### OVERVIEW

In Mendocino County, the placement and care of children who have been removed from the custody of their parents or guardians under Welfare and Institutions Code Section 300 is the responsibility of the Mendocino County Department of Social Services, Family and Children's Services (FCS). Through this Agreement, Tapestry Family Services ("CONTRACTOR"), a licensed Foster Family Agency, will provide FCS with home-based placements for children from birth to eighteen (18) years of age who are in need of immediate, emergency foster care placement during the period of September 1, 2023 to June 30, 2024.

#### I. CONTRACTOR shall:

- A. Provide a minimum of five (5) beds per month in resource homes available to receive immediate, emergency foster care placements of children from birth to age eighteen (18). Emergency foster care beds shall be available only to Mendocino County FCS.
  1. CONTRACTOR is encouraged to have multiple identified resource families willing and able to receive emergency placements in order to rotate families who are on-call twenty-four (24) hours a day, seven (7) days a week, which will allow resource parents to take time off, vacation, etc.
  2. All homes identified by CONTRACTOR to provide emergency foster care under this Agreement shall be approved as Intensive Services Foster Care (ISFC) homes. However, the specific level of care is to be determined on a per-child basis according to the individual child's needs.
  3. Compensation for emergency foster care homes shall be in accordance with the following:
    - a. Emergency resource parents shall receive a monthly stipend per home of One Thousand Five Hundred Dollars (\$1,500) per month for having up to two (2) beds open and available for emergency placement, or Two Thousand Dollars (\$2,000) per month for having more than two (2) beds open and available for emergency placement, as

compensation for being on-call twenty-four (24) hours a day, seven (7) days a week, during the month in which they are on-call. The resource home shall be available to receive emergency placements for a full month to receive the full monthly stipend. Stipends will be prorated for resource parents who are on-call less than the full month or who have a reduced number of beds open and available. No stipend will be provided to an emergency resource parent who does not have an open, available bed for emergency placement.

b. Emergency resource parents must be willing to accept and be certified or approved for placements of any age, birth to age eighteen (18), inclusive of children with emotional, behavioral, mental health difficulties or developmental disabilities for whom an emergency placement in a Short Term Residential Therapeutic Program (STRTP) is not immediately available, or whom does not meet the State criteria for placement in an STRTP. Unless there is an immediate danger to the health or safety of the foster child or resource family, the resource family or CONTRACTOR shall not eject a foster youth placed on an emergency basis.

c. Emergency placement duration may be up to thirty (30) days per child per placement episode. Placements which may need to extend longer than thirty (30) days must be approved by the FCS Deputy Director or designee.

B. Make arrangements for the emergency placement of a child. The identified emergency resource homes shall be on-call and available twenty-four (24) hours a day, seven (7) days a week, to be contacted by telephone to receive an emergency placement. CONTRACTOR shall ensure the emergency resource homes respond to placement inquiries within fifteen (15) minutes of being contacted. FCS staff will contact the CONTRACTOR, who will then contact the emergency resource home to arrange for the placement.

C. Train and prepare emergency resource families to be trauma-informed and be able to provide adequate care for the children placed in emergency foster care, including children with special needs, developmental delays and emotional and/or behavioral problems. Basic care includes, but is not limited to: supervision, shelter, hygiene, food, recreation, discipline, predictable routines of daily living, health care, and supplies including: diapers, bottles, and sundries. Special care includes, but is not limited to: provision of temporary educational support, managing emotional and behavioral problems such as impulsivity,

aggression, self-harm, running away, sexual misconduct, provocation, and defiance, treating lice and other parasites, administering medication, accommodating developmental delays, and managing bed-wetting and encopresis.

- D. Ensure the certified foster or approved resource family homes serving as emergency resource homes are suitable for the residence of children, in compliance with all Community Care Licensing requirements for the "physical plant" of certified foster family agency foster homes or approved resource families, and maintained in suitable condition at all times.
1. Emergency resource homes must have appropriate supplies at all times to care for children birth to age eighteen (18), including but not limited to: bottles, diapers, and formula. CONTRACTOR is responsible for ensuring the emergency resource homes have necessary items to meet the basic needs of the children placed in their care.
  2. Emergency resource homes shall have at least one (1) bedroom for emergency placements.
  3. No more than four (4) children shall share one (1) bedroom:
    - a. Children who share a bedroom shall be of the same sex or gender identity, unless both children are under age eight (8) or are a minor parent and his or her own child.
    - b. When determining whether children may share a bedroom, the CONTRACTOR shall consider the following:
      - i. The degree of age difference between the children.
      - ii. The needs of a minor parent and their own child.
      - iii. The developmental levels and needs of the children.
      - iv. The privacy needs of the children and the plans to meet those needs.
      - v. Each child's history, including previous sleeping arrangements and any information that may indicate an incompatibility, if known.
      - vi. Any history or suspicion of sexual abuse or sexual exploitation.
      - vii. The supervision plan within the home.
      - viii. The sleeping patterns of each child and if they may be disruptive to one another.



c. When permitting children to share a bedroom, the CONTRACTOR shall document the list below and provide a copy of documentation to the FCS social worker within seven (7) days of permitting any bedroom sharing arrangement involving a child:

- i. The bedroom sharing arrangement ensures the health and safety of each child.
- ii. The children are compatible, including the adopted, biological, and guardianship children of the Resource Family who will be sharing the room.
- iii. The bedroom sharing arrangement has been discussed and agreed upon between the Resource Family and the CONTRACTOR.

E. Ensure that the emergency resource parents are trained in the following areas:

1. Basic care of children in emergency foster care, including: attentive supervision at all times, unconditional nurturance, recognizing and responding appropriately to distress, setting and appropriately enforcing behavioral expectations and limits, providing developmentally appropriate socialization, recognizing and appropriately responding to abnormal behavior, providing routine medical care and responding to emergencies.
2. Specialized training about the safe and appropriate management of sexual misconduct, aggression, violence, defiance, provocation, self-harm, running away, and/or leaving without permission.
3. Methods of positive discipline that include rewards for appropriate, constructive, safe and helpful behaviors, and consequences for inappropriate behaviors. Discipline methods shall exclude:
  - a. Physical punishment.
  - b. Deprivation of meals or sleep.
  - c. Threats.
  - d. Verbal harshness in the form of mocking, scorn, name-calling, or derision of any kind.
  - e. Any action meant to frighten, harm or demean.

4. Appropriate and supportive participation in Child and Family Team (CFT) meetings convened by the COUNTY for children placed in emergency foster care.
- F. Provide training, support, appropriate interventions and/or therapeutic services as emergency resource parents may require to maintain the proper level of care, to manage problems that arise with the children during care, and to manage personal or relational stress that may arise on the part of the care provider.
- G. Contact the appropriate agency, in the event that a child placed in an emergency resource home demonstrates continued and/or significant aggression, property destruction, or other serious or significant behavioral or mental health concerns.

CONTRACTOR and/or emergency resource parents will:

1. Contact law enforcement and/or the Mental Health Crisis Line (1-855-838-0404) for assistance; and
  2. Contact Mendocino County FCS to alert the COUNTY of the situation.
- H. Provide transportation for children placed in emergency foster care as follows:
1. To and from the child's school of origin if the school is located within a thirty (30) mile radius of the emergency resource home. If the child's school of origin is located more than thirty (30) miles from the emergency resource home, and the emergency resource parents are unable to transport the child, the COUNTY will work with the CONTRACTOR and Mendocino County Office of Education Foster and Homeless Youth Liaison to arrange alternate transportation, enroll the child immediately in the appropriate school in the emergency resource home's district, or arrange for short term independent study pending determination of the child's more permanent placement.
  2. To and from all in-county appointments including transporting and accompanying children to and from court appearances and visitation with family members.
  3. Out-of-county transportation may be provided if arranged in advance and agreed to by the COUNTY and CONTRACTOR.
  4. All vehicles of CONTRACTOR or CONTRACTOR's certified emergency resource families that are used for transporting children shall be maintained in

good working order, insured, have current registration, and be kept clean and odor-free.

- I. Always hold a case conference with the COUNTY Placement Unit before any internal change of placement between emergency resource homes occurs. No placement change will occur without the explicit agreement from the COUNTY.
- J. Comply with Welfare and Institutions Code Section 308 and California Code of Regulations Title 22 as follows:
  - 1. Inform the COUNTY social worker or designee of the telephone number at which the child may be contacted. This telephone number will be provided by the social worker to the child's parents or legal guardians and will be used judiciously according to the child's ability to tolerate such contacts as determined by the COUNTY social worker.
  - 2. Ensure children of any age placed in emergency resource homes have regular telephone contact with their parents prior to the detention hearing unless that contact would be detrimental to the child as determined by the COUNTY.
  - 3. Ensure children of any age placed in emergency resource homes can make and receive confidential telephone calls and send and receive unopened mail unless prohibited by court order.
- K. Allow COUNTY social workers to have direct contact with children placed in emergency resource homes in-person and by telephone. Absent an emergency, the COUNTY social worker will schedule contacts with foster children in advance with the CONTRACTOR to ensure the child is present and not attending an activity or appointment.
- L. Allow COUNTY FCS staff to remove any child placed in an emergency resource home pursuant to this Agreement at any time without providing a seven (7) day notice to return the child to a parent or legal guardian, to place the child with a relative or nonrelative extended family member, a tribally approved or specified placement, or place the child in a longer-term placement.
- M. Communicate with the COUNTY Placement Unit whenever a child appears to have an emotional or medical problem which cannot be managed suitably at the emergency foster care home, which requires external intervention, or which appears to need further action during the next placement.

- N. May initiate an emergency assessment of children/youth for mental health needs at the time of placement if deemed appropriate by the COUNTY and CONTRACTOR. CONTRACTOR will contact COUNTY FCS to obtain consent.
- O. Participate in the CFT meetings. During the time a child is placed with the CONTRACTOR in emergency foster care, the CONTRACTOR and emergency resource parents are mandatory participants in the CFT as specified in the joint California Department of Health Care Services and California Department of Social Services All County Letter No. 16-84 dated October 7, 2016. CFT meetings shall be convened by the COUNTY within the first sixty (60) days of the child's entry to foster care and no less frequently than every six (6) months. CFT meetings are convened to discuss any placement changes for the child, the most appropriate placement for the child, and service needs for the child, including but not limited to, Specialty Mental Health Services and/or psychotropic medications for the child.
  - 1. If a CFT meeting is convened by the COUNTY during the time of a child's placement in emergency foster care with the CONTRACTOR, CONTRACTOR and the emergency resource parent will participate in the CFT.
  - 2. The COUNTY will work to accommodate the date and time requests of all CFT members when scheduling meetings to enable all CFT members to participate in-person.
- P. Maintain compliance with California Welfare and Institutions Code Section 827, California Department of Social Services Manual of Policies and Procedures: Confidentiality, Fraud, Civil Rights and State Hearings Chapter 19 and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations regarding client confidentiality and record security.

## II. COUNTY shall:

- A. At the time of initial placement, provide the following to CONTRACTOR:
  - 1. Forms: Medical Consent and Placement Agreement.
  - 2. At the time of initial placement, or as soon as practically possible, an emergency supply of prescription medication for any child coming into emergency foster care on existing, ongoing medications.

3. The names of the child's parents who are authorized to have regular telephone contact with the child pending the detention hearing.
- B. Provide to CONTRACTOR information about the educational, medical, placement, and behavioral history of children placed in emergency foster care, when the information becomes available.
  - C. Arrange for visitation between children placed in emergency foster care and their family members.
  - D. Notify CONTRACTOR twenty-four (24) hours in advance, when possible, of all court appearances, visitations, requests for interviews by attorneys and Court Appointed Special Advocates (CASA), change of placement and social worker home visits unless an emergency need exists to conduct an unannounced home visit.
  - E. Provide out-of-county transportations unless arranged in advance and agreed to by CONTRACTOR.
  - F. Actively conduct Family Finding and other placement searches to ensure foster youth are transitioned to other placements within thirty (30) days of their placement in an emergency resource home.
- III. This is a ten (10) month Agreement and CONTRACTOR should make no assumption of continued funding for this purpose at the end of this contract period.

[END OF DEFINITION OF SERVICES]

## **EXHIBIT B**

### **PAYMENT TERMS**

- I. COUNTY will pay CONTRACTOR as per the following instructions:
  - A. Up to Eight Thousand Dollars (\$8,000) per month for a total of Eighty Thousand Dollars (\$80,000) for the term of this Agreement to provide stipends to resource families with a minimum combined total of five (5) emergency beds per month to be on-call twenty-four (24) hours a day, seven (7) days a week to receive emergency foster care placements.
  - B. CONTRACTOR will be responsible for compensating the emergency resource families with a monthly stipend as follows:
    1. One Thousand Five Hundred Dollars (\$1,500) per month per resource family who has up to two (2) emergency beds open and available for emergency placement.
    2. Two Thousand Dollars (\$2,000) per month per resource family who has more than two (2) emergency beds open and available for emergency placement.
    3. A prorated amount of the stipends listed in B.1 and B.2 to emergency resource families who are not on-call for the full month or who have a reduced number of beds open and available.
  - C. Administrative indirect costs related to this Agreement shall be billed at fifteen percent (15%) of the monthly invoice subtotal, with the total amount for the full term of the Agreement not to exceed Twelve Thousand Dollars (\$12,000).
  - D. In addition to the monthly on-call stipends CONTRACTOR shall pay to the emergency foster care parents, CONTRACTOR shall receive, upon placement, the State foster family agency placement rate based on the child's assessed level of care. These rates shall be identified on the child's placement Agreement and paid in the same manner as all other foster care payments outside of this Agreement.
  - E. CONTRACTOR shall submit monthly invoices for stipends with a listing of which homes were available for the month including dates of availability, the number of open and available beds per home, the children placed in each home during the month on an emergency basis, and the dates of each child's stay in an emergency bed to:

Family and Children's Services  
Attn: Cherrene Lamm  
PO Box 839  
Ukiah, CA 95482  
FCSInvoices@mendocinocounty.org

- II. Payments under this Agreement shall not exceed Ninety-Two Thousand Dollars (\$92,000) for the term of this Agreement.

[END OF PAYMENT TERMS]

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]



EXHIBIT D  
**CONTRACTOR ASSURANCE OF COMPLIANCE WITH**  
**MENDOCINO COUNTY**  
Department of Social Services  
**NONDISCRIMINATION IN STATE**  
**AND FEDERALLY ASSISTED PROGRAMS**

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NAME OF CONTRACTOR: **TAPESTRY FAMILY SERVICES**

HEREBY AGREES THAT it will comply with Title VI and VII 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; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic 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 42], 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 ethnic group identification, age, sex, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief 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 **HEREBY GIVE 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 **THE CONTRACTOR 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 THIS ASSURANCE, 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 CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

7/25/2023  
Date  
169 Mason Street, Suite 300, Ukiah, CA 95482  
Address of CONTRACTOR

Natalie Shepard, ASW  
CONTRACTOR Signature

**Appendix A**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS**  
**LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
  - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Natalie Shepard, MSW  
(Type Name)

TAPESTRY FAMILY SERVICES  
(Organization Name)

Executive Director  
(Title)

169 Mason Street, Suite 300  
Ukiah, CA 95482  
(Organization Address)

Natalie Shepard, ASW  
(Signature)

7/25/2023  
(Date)