

1 **BOARD OF SUPERVISORS, COUNTY OF LAKE, STATE OF CALIFORNIA**

2 **RESOLUTION NO. _____**

3 **A RESOLUTION APPROVING**

4 **THE STANDARD AGREEMENT #24-5020 BETWEEN THE COUNTY OF LAKE AND CALIFORNIA**

5 **DEPARTMENT OF SOCIAL SERVICES FOR RESOURCE FAMILY APPROVAL PROGRAM**
6 **COMPLAINT INVESTIGATION SERVICES AND AUTHORIZING THE DIRECTOR TO SIGN THE**
7 **STANDARD AGREEMENT**

8 **WHEREAS**, Standard Agreement 23-5010 for the Resource Family Approval Program was approved on
9 September 14, 2023 for the term of July 1, 2023 to June 30, 2024.

10
11 **WHEREAS**, Standard Agreement 23-5021 A1 for the Resource Family Approval Program/Adoption
12 Services Merge was approved on October 2, 2024 for the term of July 1, 2023 to December 31, 9999.

13
14 **WHEREAS**, Standard Agreement 24-5020 provides complaint investigation related services associated
15 with the Resource Family Approval Program for the term of July 1, 2024 to June 30, 2026.

16
17 **NOW, THEREFORE, BE IT RESOLVED:**

18 The Standard Agreement #24-5020 between County of Lake and California Department of Social Services
19 for Complaint Investigation Services is approved; and

20
21 **BE IT FURTHER RESOLVED:**

22 As per the County's purchasing ordinance, the Social Services Director is authorized to negotiate contracts
23 for special services and, on behalf of the County, execute such contracts in amounts of one hundred thousand dollars
24 (\$100,000.00) or less.

RESOLUTION NO. _____

THIS RESOLUTION was passed and adopted by the Board of Supervisors of the County of Lake at a regular meeting thereof on _____, 2025 by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

ATTEST: SUSAN PARKER
Clerk to the Board of Supervisors

COUNTY OF LAKE

Chair, Board of Supervisors

APPROVED AS TO FORM:
LLOYD C. GUINTIVANO
County Counsel

By:  _____

APPROVED AS TO FORM
LLOYD C. GUINTIVANO

County Counsel

By:  _____

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

This Agreement is entered into by and between the California Department of Social Services, hereinafter referred to as the CDSS, and the County of Lake, hereinafter referred to as the County, for the purpose of establishing the responsibilities of the CDSS and the County in the provision and receipt of Complaint investigation services. Hereinafter, the County and the CDSS may be referred to collectively as the “Parties,” or individually as a “Party.”

A. Background

The Resource Family Approval (RFA) program was created to provide a unified, family-friendly, and child-centered process to replace the multiple processes for licensing foster homes, approving relatives and non-relative extended family members as foster care providers, and approving adoptive families; establish a single set of standards for approvals which allow for the safety, permanence, and well-being needs of the children who have been victims of child abuse and neglect; reduce the use of congregate care placement settings, and, decrease the length of time for each child to obtain permanency. Pursuant to Government Code (GC) section 30029.7, subdivision (a)(3), the County and the CDSS may enter into an agreement for the CDSS to provide services or activities related to RFA. The County and the CDSS have identified certain services or activities to be provided by the CDSS to expedite the delivery of services to children and non-minor dependents who reside or may reside in a Resource Family (RF) home.

In this Agreement, the CDSS Community Care Licensing Division (CCLD) shall only accept County Complaint Investigation referrals for approved RF homes from July 1, 2024, through June 30, 2025. Beginning July 1, 2025, through June 30, 2026, the CDSS CCLD shall complete all open Complaint investigations in accordance with the terms in this Agreement.

B. Definitions

1. “County” means the largest political division of the State having corporate powers, exercised through its Board of Supervisors or through agents and officers acting under the authority of the board or authority conferred by law pursuant to GC section 23000 et seq. Additionally, “County” includes agents, officers, directors, and County employees who conduct RFA activities on behalf of the County, as described in Welfare and Institutions (WIC) Code section 16519.5 et seq.
2. “Resource Family Approval” or “RFA” program means the program wherein an applicant seeks to meet the home environment assessment and permanency assessment standards of the State of California as set forth by the CDSS, with an approval provided by the County or applicable Foster Family Agency. This approval is in lieu of the existing foster care license, relative or non-relative extended family member approval and the adoption home study.

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3. "Written Directives" (WDs)¹ means the written processes, standards, and requirements issued by the CDSS to implement the RFA Program (WDs Section 3-01). The WDs have the same force and effect as regulations; ensure that a County uses the same standards for RFA; and ensure that a County does not implement policies or procedures that conflict with or attempt to supersede the WDs (WDs Section 2-01.).¹

C. The CDSS Responsibilities

1. Complaint Investigations

- a. The CDSS CCLD shall investigate on behalf of the County all Complaint allegations made against RFs in accordance with the terms of this Agreement.
- b. In conducting Complaint investigations, the CDSS CCLD Regional Office shall adhere to the requirements specified in RFA WDs Sections 3-01, 3-02, 4-03, 4-05, and 9-06A.

2. Complaint Assignment

- a. Upon receipt of the complaint referral, the CCLD Regional Office shall create a file and associated file complaint number in a CCLD database for each RF Complaint investigation.
- b. Upon receipt of the referral of the complaint, the CCLD Regional Office shall immediately assign the complaint to staff for investigation.
- c. Upon assignment, the assigned CCLD Regional Office staff shall contact custodian of the RF file and undertake a process to secure access to the RF file or a copy of the file.
- d. The CCLD Regional Office staff shall have access to the RFs file or to be provided a copy, upon request. If a copy shall be provided electronically, the County is responsible for securely transferring the file to the appropriate CCLD Regional Office staff.

3. File Review and Initial Complaint Investigation

Upon receipt of a copy of the RFs file or access to the file, the CCLD Regional Office staff shall undertake the following:

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

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- (1) Review the file for any conflicts of interest in order to comply with the conflict-of-interest provisions in RFA WDs Section 9-06A(o) and (p). If a conflict exists or appears to exist, the CCLD Regional Office staff shall immediately report the conflict to their supervisor, who may transfer responsibility for the Complaint investigation to another staff member.
 - (2) Review the RFs file and any related licensing files.
 - (3) Confirm whether any adverse action against the RF is currently in process by the CDSS or the County, or previously undertaken or concluded by either Party. If such exist, documentation regarding the adverse action shall be made available by the County or other Division of the CDSS.
 - (4) The additional documentation of any adverse actions shall be reviewed and made a Part of the Complaint investigation file.
4. Initial Investigation Activities
- a. The CCLD Regional Office staff shall interview the complainant, if known.
 - b. Witnesses of the alleged RFA violation may be contacted by the CCLD Regional Office during the initial investigation and throughout the period the Complaint investigation remains open.
 - c. Any documentation received during the Complaint investigation shall be made a part of the Complaint investigation file.
 - d. In the case of an Indian child, the CCLD Regional Office staff conducting the Complaint investigation shall contact the Tribe to collaborate and participate in all aspects of the initial investigation activities listed in this Scope of Work on Page 3, Section C4 (a-c), or if the tribal representative is unable to attend in person, through telephonic or video conference.
5. The Initial ten (10) Day Visit to the Resource Family Home
- a. The CCLD Regional Office staff shall conduct an unannounced visit to the RFs home within ten (10) calendar days of receipt of the Complaint referral, except as specified in RFA WDs Section 9-06A (j), (k), and (o).
 - b. In the case of an Indian child, the CCLD Regional Office staff conducting the Complaint investigation shall contact the Tribe to collaborate and participate in all aspects of the investigation, or if the tribal representative is unable to attend in person, through telephonic or video conference.

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- (1) The CCLD Regional Office staff shall collaborate with the tribal representative to find mutually agreeable dates and times to schedule 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 CCLD Regional Office staff shall document all contacts and attempted contacts with the Tribe including the dates, method of contact, and the name of the representative who was contacted.
- (3) If the tribal representative or social worker is unable to participate, the CCLD Regional Office staff shall document the invitation, the reason the tribal representative was unable to participate, if known, and proceed with the Complaint investigation.

c. The initial ten (10) day visit shall be fully documented in the CCLD Complaint Investigation file.

6. New Allegations

The CCLD Regional Office staff shall immediately report any new allegation(s) disclosed during an investigation to the County.

7. RFA Deficiencies

The CCLD Regional Office staff shall report any known or potential deficiencies unrelated to the complaint to the County so the County RFA staff can take appropriate action in response.

8. Further Investigation Required

The CCLD Regional Office staff shall notify the County if the Complaint investigation cannot be completed within ninety (90) days after the initial ten (10) day visit because further investigation is required.

9. Complaint Investigation Report

- a. The CCLD Regional Office staff shall prepare a written Complaint investigation report containing a finding for each allegation as either substantiated, inconclusive, or unfounded.
- b. The CCLD Regional Office staff shall forward the written Complaint investigation report to the County and the tribal representative upon completion.
- b. If the County or the Tribe disagrees with the CCLD Regional Office Complaint Investigation report findings, then it shall contact the CCLD Regional Office to discuss

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and/or to request additional clarification.

10. Notification to Resource Family and Complainant

- a. Upon receipt of the Complaint investigation report, the County shall deliver a copy of the Complaint investigation report to the RF.
- b. Upon request by the County, the CCLD Regional Office staff responsible for the Complaint investigation report shall provide technical assistance.
- c. The County shall notify the complainant, if known, of the findings of the complaint investigation.

11. Records

- a. Absent threatened or pending litigation or other good cause identified by the CDSS, records related to the Complaint investigation shall be held by the CCLD Regional Office for the duration of this Agreement and for two (2) years following the expiration or termination of this Agreement or two (2) years following the end date of the provision of the Complaint investigation services, whichever first occurs. Thereafter, the records for the Complaint investigations specified in this Agreement shall be delivered to the County.
- b. Within ten (10) calendar days of the County's written request, the CCLD Regional Office shall provide a copy of any Complaint investigation file created pursuant to this Agreement.

12. Reporting Complaints with Investigations Pending

The CCLD Regional Office shall provide to the County monthly written reports of Complaint investigations open longer than ninety (90) days and subject to further investigation.

D. County Responsibilities

1. Complaint Referral to the CCLD

- a. After the preliminary review specified in RFA WDs Section 9-06A(c), the County shall refer each complaint that requires an investigation to the appropriate CCLD Office within one (1) business day following receipt of the Complaint as specified in RFA WDs Section 4-03(e).
- b. The referral must be in writing and include the physical address location of the County's file for the RF, the contact information of the custodian of the RFs file, the contact information of the complainant, whether the RF has placement of an Indian child, and detailed information regarding the Complaint allegation.

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- c. In the case of an Indian child, the County shall notify the tribal representative(s) of the Complaint referral to the CCLD. Provide the tribal representative(s) contact information in the Complaint referral to the CCLD.

2. Follow-Up

- a. For substantiated findings, the County RFA staff shall develop a Corrective Action Plan (CAP) for the RF to correct identified deficiencies or may take other action as specified in the RFA WDs. Nevertheless, if a County determines that it is not possible to correct an identified deficiency, then the County shall document the deficiency and may proceed with the necessary administrative action as specified in the RFA WDs.
- b. In the case where an Indian child is placed in the home, the County shall invite the Indian child's Tribe to collaborate and participate in the development of any CAP, if one is needed.
 - (1) Collaboration with an Indian child's Tribe includes but is not limited to, asking the tribal representative for mutually agreeable dates and times to schedule a joint visit to conduct all interviews, or if the tribal representative is unable to be present face-to-face, arranging a telephonic or video conference with the tribal representative.
 - (2) If the tribal representative is unable to participate, the County shall document the invitation and the reason the tribal representative was unable to participate, if known, and proceed with the development of the CAP.
 - (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.
 - (4) The County shall provide a copy of the CAP to the tribal representative and make efforts to obtain a signature from the Social Services Director or designee of the Tribe acknowledging receipt.
 - (a) If after seven days no signature from the Tribe's Social Service Director or designee can be obtained, receipt of the CAP can be verified electronically or by certified mail.
 - (b) The RFA program staff shall document the attempts to obtain the signature in the signature space.

3. Cross-Reporting Investigation Results

The County shall report investigation results as specified in applicable law, RFA WDs Section 4-04 and 9-06C, or as required by this Agreement.

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E. Joint Responsibilities

The CDSS and County agree to coordinate efforts in the following areas:

1. As necessary, exchange information about each RF Complaint investigation and keep each Party informed of general progress in the Complaint investigation and changes that may affect the result. This exchange may include, but is not limited to, any information (concerns, post complaint events, or adverse actions) relevant to the Complaint Investigation.
2. As needed, communicate the general progress in the Complaint investigation that may affect the work provided by each Party, including potential inability to complete the Complaint investigation.
3. Establish mutually agreed upon timelines for providing requested information or Responses for actions not specified in the RFA WDs or applicable law.
4. Provide other appropriate and necessary coordination as needed.

F. Project Representative for the CDSS:

Name: Christina DeSmet
Title: RFA Policy Analyst
Address: 744 P Street, M.S. 8-13-552
Sacramento, CA 95814
Phone: (916) 651-9437
Email: christina.desmet@dss.ca.gov

Project Representative for the County:

Name: Betzy Wetmore
Title: Contract Manager
Address: P.O. Box 9000
Lower Lake, CA 95457
Phone: (707) 995-4681
Email: betzy.wetmore@lakecountyca.gov

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

GENERAL TERMS AND CONDITIONS

A. Term

The term of this Agreement shall commence on July 1, 2024, and shall terminate on June 30, 2026 (the “Initial Term”).

B. Termination

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

C. Ineligible for Federal Assistance

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

D. Amendments

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

GENERAL TERMS AND CONDITIONS

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

E. Time

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

F. Default

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

G. Conflict of Interest

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

H. Nondiscrimination

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

GENERAL TERMS AND CONDITIONS

1. The Parties represent that each is aware and shall follow: a) Title VII of the Civil Rights Act of 1964, including subsequent amendments (42 U.S.C. § 2000e et seq.); b) the Age Discrimination Act of 1967 (29 U.S.C. § 621 et seq.); c) Title I of the Americans with Disabilities Act of 2008 (42 U.S.C. § 12101 et seq.); and d) the California Fair Employment and Housing Act (California Govt. Code, § 12900 et seq.), including the related regulations commencing at 2 CCR § 11006 et seq.
2. In the provision of services each Party shall be responsible for the actions of its employees, directors, or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination.
3. The Parties agree to include the non-discrimination and compliance provision of this paragraph in all sub-agreements, if any, to perform services under this Agreement.

I. Change in Statutes or Regulations

If there is a change of statute or regulations, including the WDs, applicable to the performance of this Agreement, both Parties agree to be governed by the new provisions, unless either party gives Notice to terminate pursuant paragraph O of this Agreement or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Agreement. Any change to the WD's shall not require written amendment to this Agreement.

J. Assignment

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

K. Responsibility of Project Representatives

All matters concerning the administration of this Agreement, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the party's employee specified, in writing, by the Project Representative. A Party may, in its sole discretion, change its designation of its Project Representative upon providing written notice to the other Party at least ten days prior to such change in accordance with paragraph O (Notices). The Project Representatives for the Parties are specified in the Exhibit A, Page 7, in Section F.

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L. Waiver

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

M. Cumulative Rights

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

N. Severability

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

O. Notices

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

1. Personal Service: The day the notice is personally delivered to the Party's Project Representative.
2. United States Mail: Five days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative with first-class postage fully prepaid.
3. Facsimile: On the day the notice is transmitted by facsimile to the facsimile number specified in the SOW, section F, on page 7 provided that an original of such notice is deposited in the United States mail, addressed to the Party's Project Representative on the same day as the facsimile transmission is made; or Email: On the day the notice is transmitted by email to the email address of the Party's Project Representative.

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P. Compliance with Applicable Laws

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

Q. Negotiated Agreement

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

R. Authority to Enter into This Agreement

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

S. Independent Advice

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

T. Information Subject to a Business Associate Agreement

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

U. Conflicting Disclosure Laws

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

V. Indemnification

1. Claims Arising from Acts or Omissions of the County

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

GENERAL TERMS AND CONDITIONS

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

2. Claims Arising from Acts or Omissions of the CDSS

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

W. Relationship of the Parties

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

X. Bankruptcy

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

Y. Insurance Requirements

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

GENERAL TERMS AND CONDITIONS

Z. Title to Documents; Copyrights

The reports, forms and other materials produced by the CDSS pursuant to this Agreement are the property of the CDSS and shall not be subject to any copyright claimed by the County, its employees, subcontractors, or agents. However, the County may use for administrative purposes completed materials developed or produced by the CDSS. Incomplete documents or projects may not be used without the prior written consent of the CDSS. Records, reports, or documents containing personal or confidential information shall not be used for any commercial purpose and shall not be copyrighted by either Party, including the employees, officers, directors, or agents of each Party.

AA. Venue

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

BB. Controlling Law

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

CC. Entire Agreement

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

Information Security Requirements

I. Information Security Incidents and/or Breaches

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

Information Security Requirements

- E. Written Report.** The CDSS shall provide a written report of the investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within fifteen (15) working days of the discovery of the Incident and/or Breach. To the extent the CDSS has such information, the report shall include but not be limited to the following:
1. The CDSS point of contact information;
 2. Description of what happened, including the date of the Incident and/or Breach and the date of the discovery of the Incident and/or Breach, if known;
 3. Description of the types of County CSP that were involved, and the extent of the information involved in the Incident and/or Breach;
 4. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed County CSP;
 5. A description of where the County CSP is believed to have been improperly transmitted, sent, or utilized;
 6. A description of the probable causes of the improper use or disclosure;
 7. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and
 8. Full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Incident and/or Breach.
- F. Notification of Individuals.** The CDSS shall notify individuals of the breach or unauthorized use or disclosure when notification is required under applicable state or federal law as determined by the County. The CDSS shall pay any costs of such notifications, as well as any costs associated with the breach. The CDSS Program Contract Manager and the County Information Security and/or Privacy Officer shall promptly approve the time, manner, and content of any such notifications, and such approval shall not be unreasonably withheld.



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

To Whom It May Concern:

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

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

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

Sincerely,

A handwritten signature in black ink, reading "Devon Lima-Mitchell", is positioned below the "Sincerely," text.

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



Governor Gavin Newsom

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

To Whom It May Concern:

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

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

Sincerely,

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

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

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

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

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

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this Agreement shall not exceed \$38,698.00.
Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

2024/25	\$19,349.00
2025/26	\$19,349.00

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County agrees to pay the CDSS for said services in accordance with the rates specified below:

Invoicing for Complaint Investigations

- (1) If Complaint Investigations were identified in Exhibit A, Section VII, as part of this Agreement, the CDSS shall provide quarterly invoices in arrears for each quarter in which the Complaint investigations were completed. The quarterly invoices shall include, for each completed Complaint investigation, the non-federal cost-per-case rate.
- (2) The CDSS shall track each Complaint investigation and invoice for the non-federal cost \$1,759.00.¹ The CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each Fiscal Year shall be subject to change based on the applicable federal discount rate for that year.
- (3) The County shall pay the CDSS quarterly. For payment, the County shall draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County shall use its LRF for subsequent payment(s).
- (4) If it is determined by the CDSS that the average Complaint investigation greatly exceeds the estimated hours, the CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to the CDSS may be increased for the next Fiscal Year(s).

¹ The estimated cost to complete each Complaint Investigation is \$2,393.00. The federal funds share is \$634.00.

EXHIBIT B
(Standard Agreement)

- (5) If the Exhibit A identifies that the CDSS shall provide only a portion of the County's Complaint investigations, the cost of the Complaint Investigation shall be the same as identified in this Exhibit B, section A, paragraph 2 (2), above.
3. The County shall be responsible for payment of the contracted services and activities provided by the CDSS in accordance with rates above from the following sources and in the following order:
- * General Fund Resource Family Approval allocation (if such exists in the State Budget);
 - * the County's 2011 Realignment LRF; and
 - * other County funds.
4. Cost Increase
- During the term of this Agreement, and as the Budget Act allows, the CDSS and the County may approve increases in the service levels for each of the services provided by the CDSS and increase the amount that the County shall pay the CDSS from the County's General Fund RFA allocation and the LRF.
5. Invoices shall include the Agreement No. 24-5020 and Reporting Structure 51802552 and shall be submitted in triplicate or as otherwise requested by the County not more frequently than quarterly in arrears to:

Address: P.O. Box 9000
Lower Lake, CA 95457
Attn: Betzy Wetmore

6. Should the County receive services in excess of \$750,000 in federal assistance, invoices shall include the CFDA number: 93.658 and the CFDA Program Title: Resource Family Approval.

Any invoices submitted without the above referenced information may be returned to the CDSS for reprocessing.

7. For each invoice, the County shall route to the appropriate personnel responsible for the prompt review and payment. For disputed invoices, if any, the County shall specifically identify those services which are in dispute, for which additional information is necessary, in its subsequent correspondence with the CDSS.
8. Undisputed invoices shall be paid promptly, and no later than forty-five (45) days from receipt of the original invoice. The County shall also pay for those services which are undisputed within forty-five (45) days of receipt of the original invoice.

EXHIBIT B
(Standard Agreement)

B. State Budget Contingency Clause

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

C. For Contracts with Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. The CDSS, at its option, may terminate this Agreement upon thirty (30) day's notice, or to amend the Agreement to reflect any reduction in Federal funds.

D. Review

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