

NO WITHHOLDING

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
SHASTA COUNTY CHILD ABUSE PREVENTION COORDINATING COUNCIL DBA
PATHWAYS TO HOPE FOR CHILDREN**

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency (“HHS”), Children’s Services Branch, a political subdivision of the State of California (“County”) and Shasta County Child Abuse Prevention Coordinating Council dba Pathways to Hope for Children (“Consultant”) (collectively, the “Parties” and individually a “Party”) for the provision of Parenting Classes.

Section 1. DEFINITIONS.

Assessment means ongoing written evaluation, using interviews, questionnaires/self-rating forms, testing, and observations throughout all work with the child, youth, family and their team. An assessment includes: ensure understanding; initial and ongoing safety risk assessment; identification of strengths and solutions using a cultural lens.

Caregiver means those 18 years of age or older who provide for the care of children that are under the jurisdiction of the Juvenile Dependency Court or who are at risk of dependency, including but not limited to, the biological parent, guardian, adoptive parent, resource parent, or relative, referred by County for Parenting Classes.

Child or Children means a minor who is under the jurisdiction of the Juvenile Dependency Court or who is at risk of becoming a dependent child of the Juvenile Dependency Court.

Child and Family Team (CFT) formed to establish, plan and communicate goals, supporting the premise that no single individual, agency, or service provider works independently but rather as part of the team for decision making. CFT meetings are held by a group of people who are involved with the child and family to achieve positive outcomes of safety, permanency, and well-being.

Core Practice Model (CPM) a statewide effort that sets practices and principles for children/youth served by both the child welfare and the mental health system that promotes a set of values, principles, and practices that is meant to be shared by all who support children/youth and families involved in the child welfare system, including, but not limited to education, probation, drug and alcohol, and other health and human services agencies or legal systems with which the child/youth is involved. The **CALIFORNIA CHILD WELFARE CORE PRACTICE MODEL PRACTICE BEHAVIORS** is attached and herein incorporated as **EXHIBIT I**.

County Social Worker means an individual employed by County who provides or arranges for reunification, family maintenance, visitation, respite childcare, and related services to families of dependent children of the Juvenile Dependency Court, or the families of children who are at risk of becoming dependent children of the Juvenile Dependency Court.

Parenting Class means a series of parenting courses that includes Triple P Level 4 and are in compliance with Welfare and Institutions Code (W&I) 16507.7 for Caregivers of Children who are under the jurisdiction of the Juvenile Dependency Court. Parenting Classes may be provided as Group or Individual sessions. Group sessions will include a minimum of 2 and a maximum of 15 Caregivers. Individual sessions must be pre-authorized by County, and may include up to 2 Caregivers from the same family.

Parenting Skills means those methods of interaction initiated by a Caregiver with the Child that provide caregiver/child relationship development, safety, nurturance, age appropriate expectations and guidance, and positive learning experiences for the Child, and that promote age appropriate child development.

Satisfaction Survey means a voluntary survey given, for quality assurance purposes, to each Caregiver that utilized parenting classes to determine if they experienced open, honest, clear, and respectful communication; and their experience with transitions.

Triple P – Positive Parenting Program® (“Triple P”) means an evidence-based multi-level parenting and family-support program. The aims of the program are to: (1) promote the independence and health of families by enhancing Caregiver’s knowledge, skills and confidence; (2) promote the development of non-violent, protective and nurturing environments for children; (3) reduce the incidence of child abuse, mental illness, behavioral problems, delinquency and school failure; and (4) enhance the competence, resourcefulness and self-sufficiency of caregivers in raising their children. Some of the distinguishing features of Triple P are multiple levels of program intensity based on need, a public health approach, evidence-based intervention strategies, and assessment and outcome monitoring tools.

Triple P Level 4 includes Standard Triple P, Teen Individual Triple P, Group Triple P, Group Teen Triple P, and Stepping Stones Triple P.

Triple P Resource Materials implementation materials used to deliver Triple P services, including but not limited to tip sheets, workbooks, and DVD’s.

Section 2. RESPONSIBILITIES OF CONSULTANT.

Pursuant to the terms and conditions of this agreement, Consultant shall:

- A. Attend performance review meetings, as determined by County.
- B. Provide Parenting Class(es), including:
 - (1) To Caregivers referred to Consultant by County with the **PARENTING CLASS REFERRAL**, herein attached and incorporated as **EXHIBIT A**. Consultant shall provide Parenting Classes to all Caregivers referred by County.

- (2) A written agreement for each Parenting Class participant, which outlines the responsibilities a Caregiver must satisfy in order to pass the Parenting Class.
- (3) Ensure that each Parenting Class:
 - a. Adheres to all criteria and requirements set forth in Welfare and Institutions Code (W&I) Section 16507.7. Curriculum shall be submitted to County via email to CSContracts@co.shasta.ca.us for review and approval by County prior to use including any subsequent changes or updates. County reserves the right to request and review instructor/facilitators teaching credentials for approval.
 - b. Includes, but is not limited to, the following curriculum components:
 - i. Building self-esteem, including Caregivers' building both a positive parental identity and the self-esteem of their child(ren);
 - ii. Handling stress and anger;
 - iii. The growth and development of child(ren), including, but not limited to, safety, nutrition, and health;
 - iv. Developing and increasing communication skills in order that a Caregiver may learn to listen to and speak with their child(ren) in an age appropriate manner;
 - v. Learning to use positive disciplinary mechanisms as alternatives to the physical punishment of a child, including learning what constitutes abuse and neglect;
 - vi. Understanding the boundaries of sexual conduct by adults with regard to children;
 - vii. Respect for, and sensitivity to, cultural differences in child rearing practices in addressing all of the topics listed in paragraphs i. through vi., above;
 - viii. A substance abuse educational component, regarding the effects on the family when the Caregiver(s) is engaged in substance abuse;
 - ix. Review of the definitions and dynamics of child abuse, neglect, and domestic violence, and its effects on children; and
 - x. Triple P Level 4 Group.
- (4) Ensures all of Consultant's staff providing Parenting Services adhere to the Core Practice Model values, principles, and practices.
- (5) Consists of 16 sessions, with each session a minimum of 1 hour in length, and shall be staggered so that a new Parenting Class begins a minimum of every eight weeks. Caregivers must complete all Parenting Class sessions within 16 weeks, but in not less than 8 weeks. Consultant shall encourage

Caregivers to remain with the cohort of Caregivers that start Parenting Classes at the same time.

- (6) Provide Parenting Classes in location(s), as approved by County.
- (7) During initial term of this agreement, Consultant may provide Parenting Classes during morning, lunch and afternoon/evening hours, as approved by County. Consultant shall evaluate Caregiver attendance of offered Parenting Classes and provide recommendation and analysis to County on effectiveness of available times and locations. Modifications of times and locations of Parenting Class offered shall be approved, in advance, by County.
- (8) Parenting Classes shall be offered in both Group and Individual sessions. Group Parenting Classes shall consist of a minimum of two and a maximum of 15 Caregivers. Individual sessions must be pre-authorized by County, and may include up to 2 Caregivers from the same family.
- (9) Group sessions shall have a maximum Caregiver-to-teacher ratio of 15 Caregivers for each teacher.
- (10) Provide Parenting Classes in a virtual format, as directed and approved by County.
- (11) Provide childcare for all County referred Caregivers attending in-person Parenting Classes offered pursuant to this agreement.
- (12) Consult with the case-carrying County Social Worker and Child and Family Team to determine each Caregiver's strengths and needs for improved Parenting Skills.
- (13) As requested by County, participate in County CFT meetings.
- (14) Maintain a sign in sheet at each Parenting Class documenting Caregiver attendance at each Parenting Class session, including dates, times and topic(s) covered.
- (15) For each County referred Caregiver that completes 16 session Parenting Classes in the initial cohort the Caregiver starts, Consultant shall provide Caregiver a family-friendly incentive, such as board games, meal coupons, or movie tickets.
- (16) For Parenting Class sessions where Caregivers and their Children attend together, Consultant may provide a family style meal or activity for all Caregivers and Children. Consultant shall not include meal/activity time as part of the Parenting Class session.
- (17) Provide linkage for Caregivers to other community resources and programs the Consultant offers, including but not limited to, Parent Cafes, Parent Partners, and Camp Hope.

- (18) Provide transportation to and from Parenting Classes if a Caregiver needs transportation, and Consultant has available resources to provide transportation.
- (19) Conduct an initial and progressive **PARENTING CLASS PROGRESS REPORT** attached and herein incorporated as **EXHIBIT B** of each Caregiver enrolled for Parenting Class to assess parental attitudes and knowledge. Conduct an initial examination and ongoing Assessment of each Caregiver initially and at session four, eight, twelve, and sixteen of the Parenting Class to measure changes in parental attitudes and knowledge. Consultant shall provide each completed Assessment to County within 30 days of completion to cscontracts@co.shasta.ca.us.
- (20) Furnish to each Caregiver utilizing Parenting Classes provided by Consultant, a **CLIENT SATISFACTION SURVEY, EXHIBIT C**, attached and incorporated herein along with a sealable envelope. The Consultant shall encourage the anonymous completion of the survey. Unopened survey submissions shall be provided monthly to Children's Services Program Analyst at 1313 Yuba Street, Redding, CA 96001.
- (21) Use the following Triple P tools, as referenced in **SHASTA COUNTY TRIPLE P EVALUATION REQUIRED SURVEYS, EXHIBIT D**, attached and incorporated herein.
- (22) Participate in the County Triple P data collection process as prescribed by County, including entering data into the County's designated online scoring application.
- (23) Consultant shall comply with applicable copyright laws regarding Triple P Resource Materials. All Triple P Resource Materials shall be requested by Consultant using the Triple P Resource Materials Request Form as provided by County. In order to receive requested Triple P Resource Materials, Consultant must be current with their monthly submission to County of the Claim Form, and Consultant's data in the designated online scoring application must reflect service data for which Consultant is requesting Resource Material.
- (24) Provide staff for Parenting Classes who comply with the following requirements:
 - a. All Parenting Class staff (Staff) shall be trained in the prevention of child abuse and neglect, recognizing substance abuse, mandated reporting requirements, domestic violence signs and effects, child development, and parenting techniques,
 - b. Staff members providing Parenting Classes shall be trained and accredited to provide Triple P Level 4 Group services..
 - c. Staff shall be available for court testimony when requested by the County or when required by the court to do so.

- d. Staff shall attend all training as required by County.
- C. Reporting. Submit the following to County:
- (1) Curriculum used for Parenting Class shall be submitted to County via email to CSContracts@co.shasta.ca.us for review and approval by County prior to use, and in no event more than 30 days after the effective date of this agreement, and including any subsequent changes or updates.
 - (2) Parenting Class Progress Reports at Caregiver initial assessment and sessions 4, 8, 12 and 16 for each Caregiver, **EXHIBIT B** to County, within 30 days of completion to cscontracts@co.shasta.ca.us.
 - (3) A Quarterly Statistical Report, **EXHIBIT E**, attached and incorporated herein no later than the 15th of October, January, April and July of each County fiscal year during the term of this agreement, for the preceding three-month period or fraction thereof. The Quarterly Report shall include only de-identified data and shall be emailed to County at cscontracts@co.shasta.ca.us.
 - (4) Client Satisfaction Survey, **EXHIBIT C**, attached and incorporated herein, by the 10th of each month, for Parenting Classes provided the preceding month. Unopened survey submissions shall be provided monthly to Children's Services Program Analyst at 1313 Yuba Street, Redding, CA 96001.
 - (5) A semi-annual report, no later than January 15th and July 15th of each agreement year. The semi-annual report shall include only de-identified data and shall be emailed to County at cscontracts@co.shasta.ca.us and shall consist of the following:
 - a. Quarterly Statistical Report, **EXHIBIT E**, attached an incorporated herein, with cumulative statistics of Caregivers served,
 - b. A narrative discussion of all services provided throughout the previous year, trainings held, success and challenges during the year and any proposed modifications to Parenting Classes.
 - c. Documentation of successfully completed training for each of Consultant's Staff.
- D. Consultant shall promulgate and implement written procedures (Grievance Procedures) whereby recipients of services shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services pursuant to this agreement. Consultant shall provide a copy of Consultant's Grievance Procedures to County for review and approval prior to providing services pursuant to this agreement. Consultant shall report all client grievances, and the nature thereof, in writing to the County's Health and Human Services Agency (HHS), Children's Services Branch Director (Branch Director) within 10 business days of learning of the grievance. Upon resolution of a grievance or conclusion of the grievance process, Consultant shall, within 10

business days of the resolution or conclusion of the grievance process, report in writing to the Branch Director how the grievance was resolved or concluded.

- E. Ensure and provide written verification thereof to County, that all staff and volunteers working or providing services under this agreement receive appropriate clearance following a federal and state criminal records check and a California Department of Motor Vehicles record check.
- F. Take reasonable steps to prevent the illegal use of agreement funds. Consultant agrees to notify County of any suspected illegal use of agreement funds. Consultant shall meet with County or its delegate for consultation when there is suspected illegal use of funds.
- G. Acknowledge the funding source of all activities undertaken pursuant to this agreement by including in any educational and training materials, audio visual aids, interviews with press, flyers, or publications the following statement: "This activity (or program) has been funded (or sponsored) by the County of Shasta through the California Department of Social Service."
- H. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."

Section 3. RESPONSIBILITIES OF COUNTY.

Pursuant to the terms and conditions of this agreement, County shall:

- A. Provide Consultant with Triple P Resource Materials.
- B. Provide Consultant a **PARENTING CLASS REFERRAL**, herein attached and incorporated as **EXHIBIT A**, for each Caregiver referred by County for Consultant's Parenting Classes.
- C. Provide approval or denial for Parenting Classes to be provided to individual Caregivers, pursuant to Section 2.B(8).
- D. Provide approval for modification of times Parenting Classes are provided, pursuant to Section 2.B(7).
- E. Compensate Consultant as prescribed in sections 4 and 5 of this agreement.

- F. Monitor Consultant’s performance to assure compliance with the terms, conditions and specifications of the agreement.

Section 4. COMPENSATION.

- A. Consultant shall be paid via electronic invoice payment; automated clearing house (“ACH”), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this agreement.
- B. In accordance with the Budget herein attached and incorporated as **EXHIBIT F**, County shall pay to Consultant a maximum of \$75,000 for the Budget Period 12/1/21 through 6/30/22, a maximum of \$100,000 for the Budget Period 7/1/22 through 6/30/23 and a maximum of \$100,000 for the Budget Period 7/1/23 through 6/30/24 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget (“OMB”) of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$275,000. For purposes of this agreement, the fiscal year commences July 1 and end on June 30 of the following year.
- C. In no event shall the maximum payable under this agreement exceed \$275,000 during the entire term of the agreement.
- D. County will not compensate Consultant for direct or indirect costs exceeding budget line items unless prior written permission from County to exceed the particular budget line item has been received by Consultant. Consultant may make line item shifts within a Budget Category without County approval as long as the adjustment, in aggregate, does not exceed 10 percent of the Budget Category total and does not cause an increase to the maximum amount payable under this Agreement. The HHSA Director, or designated Branch Director, must provide prior written approval by way of an amendment to this Agreement pursuant to Section 8.B. for budget line item adjustments which are (1) in excess of 10 percent of the total Budget Category and do not cause an increase to the maximum amount payable under this Agreement, or (2) across existing Budget Categories.
- E. Consultant’s violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 5. BILLING AND PAYMENT.

- A. Consultant shall submit to Health and Human Services Agency (HHSA) Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, monthly by the 15th day of each month for services rendered in the preceding month, in accordance with the Budget, herein attached and incorporated as **EXHIBIT F**, a billhead or invoice regularly used in the conduct of business of

the Consultant for services rendered and costs incurred accompanied by an EXPENDITURE REPORT, **EXHIBIT G**, attached and incorporated herein, and the Triple P Claim Form, attached and incorporated herein as **EXHIBIT H**, and supporting documentation and receipts. Indirect costs shall be billed monthly not to exceed 10 percent of Wages, in accordance with the Budget, due for actual hours worked under this Agreement. County shall pay Consultant within 30 days of receipt of Consultant's correct and approved billhead of invoice. Consultant shall submit a final invoice for services rendered for the final month or portion thereof that this agreement was in effect, by the 15th day of the following month, and County shall make payment of the final correct and approved invoice by the 30th day of that following month. For purposes of effectuating payment of compensation, this provision shall survive the termination, expiration, or cancellation of this agreement.

- B. Mileage reimbursement to Consultant shall be at the standard rate of the Internal Revenue Service of the United States Department of the Treasury ("IRS") in effect at the time the actual mileage was driving providing direct services under this agreement.
- C. For the purposes of compensation in accordance with the Budget, the following shall apply:

(1) Direct Costs.

- (a)** Wages and Benefits related to the program or services provided pursuant to this agreement shall be directly charged by itemizing name, title of staff, rate of pay per time period, number of time periods, and total for the month.
- (b)** Operating expenses and equipment that are directly attributable to the program or services provided pursuant to this agreement shall be directly charged at actual cost.

(2) Indirect Costs.

Indirect costs related to the program or services provided pursuant to this agreement that cannot be specifically attributable to a particular aspect of the program or services provided pursuant to this agreement, shall be billed in accordance with OMB Circulars No. A-21, A-87, and A-122, as applicable, or pursuant to applicable provisions of the Code of Federal Regulations.

(3) Capital Assets.

For the purposes of this agreement, a "Capital Asset" is property, other than real property, that is: (1) tangible in nature; (2) has an extended useful life of at least one year; (3) is not a repair part or supply; and (4) has, at the time of acquisition, a value of at least \$5,000. Capital Asset purchases or capital expenditures of \$5,000 or more to be made with agreement funds require the prior written approval of County. In addition, all Capital Assets, capital expenditures, and all other property and services purchased with agreement funds, shall be procured specifically for this agreement and shall benefit Parenting Classes services exclusively. Consultant shall maintain, and

submit to County every three months during the term of this agreement and upon termination, expiration, or cancellation of this agreement, a detailed list of Capital Assets purchased with agreement funds. All Capital Assets purchased with agreement funds, are the sole property of County. County may, in its sole discretion and upon the termination, expiration, or cancellation of this agreement, demand the return of any Capital Asset purchased with agreement funds. County shall, within 60 days of the termination, expiration, or cancellation of this agreement, exercise its option to demand return of any Capital Asset purchased with agreement funds. Consultant shall, at Consultant's sole expense, within 10 days of County's demand, return all Capital Assets demanded by County.

(4) Computers and Computer Related Equipment.

Pursuant to Federal and State Regulations, the State of California Health and Human Services Data Center (HHSDC) must pre-approve any computer(s) or computer-related equipment (including software) purchases. Consultant shall submit a written request to County before purchasing any computer(s) or computer-related equipment (including software) with agreement funds. County shall seek approval from the HHSDC and notify Consultant of the results in a timely manner. Consultant shall maintain, and submit to County every three months during the term of this agreement and upon termination, expiration, or cancellation of this agreement, a detailed list of any computer(s) or computer-related equipment (including software) purchased with agreement funds. Any computer(s) or computer-related equipment (including software) purchased with agreement funds are the sole property of County. County may, in its sole discretion and upon the termination, expiration, or cancellation of this agreement, demand the return of any computer(s) or computer-related equipment (including software), purchased with agreement funds. County shall, within 60 days of the termination, expiration, or cancellation of this agreement, exercise its option to demand return of any computer(s) or computer-related equipment (including software), purchased with agreement funds. Consultant shall, at Consultant's sole expense, within 10 days of County's demand, return any computer(s) or computer-related equipment (including software) demanded by County.

- D. Compensation under this agreement shall be reduced by applicable contractor revenues. The term "applicable contractor revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.

- E. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 6. TERM OF AGREEMENT.

The initial term of this agreement shall begin December 1, 2021 and shall end June 30, 2022. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 7. TERMINATION OF AGREEMENT.

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County may terminate this agreement immediately upon oral notice should either Party be unable to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of said Party, including, but not limited to: fire, explosion, power outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond Party's control.

- E. County's right to terminate this agreement may be exercised by County's Executive Officer, County's HHSA Director or any HHSA Branch Director designated by the HHSA Director.
- F. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- G. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 8. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. In addition to the provisions of Section 4.D., minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and HHSA Director or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 10. EMPLOYMENT STATUS OF CONSULTANT.

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

Section 11. INDEMNIFICATION.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 12. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Consultant shall obtain and maintain continuously a policy of Sexual Abuse or Molestation coverage with limits of liability of not less than \$1 million per occurrence or claim, in the event the Commercial General Liability coverage referenced in 12.A. does not provide affirmative coverage.
- E. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- F. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.

- (2) If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a “separation of insureds” clause which shall read:

“Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought.”
- (5) Consultant shall provide County with an endorsement or amendment to Consultant’s policy of insurance as evidence of insurance protection before the effective date of this agreement.
 - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for

not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

Section 13. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall comply with mandatory standards and policies as required by Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R., Part 60).
- C. Consultant recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24 of the California Code of Regulations).

- D. Consultant shall comply with section 306 of the Clean Air Act (42 U.S.C. §1857(h), section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and the regulations of the Environmental Protection Agency (40 C.F.R., Part 15).
- E. Consultant shall not use any funds under this agreement to support lobbying activities to influence proposed or pending federal or state legislation or appropriations. This prohibition is related to the use of federal grant funds and is not intended to affect an individual's right or that of any organization to petition Congress or any other level, of government through the use of other resources (see 45 CFR Part 93).
- F. Consultant certifies that they, their principals, affiliates or subcontractors that receive any federal funds in connection with this agreement are and will continue to be in good standing with the federal government (Executive Order 12549, Title 2 e-CFR 200.212 and Title 45 e-CFR 75.212) and are not:
- (1) Debarred or suspended from federal financial assistance programs and activities;
 - (2) Proposed for debarment;
 - (3) Declared ineligible; or
 - (4) Voluntarily excluded from participation in covered transactions by any federal department or agency.
- G. Consultant shall ensure that all known or suspected instances of child abuse or neglect are reported as mandated by section 11166 of the Penal Code. In addition, Consultant shall:
- (1) Require each of Consultant's employees, volunteers, Consultants, subcontractors, and agents performing services under this agreement mandated by section 11166 of the Penal Code to report child abuse or neglect, to sign a statement that he or she knows of the statutory mandated reporting requirements and will comply with them.
 - (2) Establish procedures to ensure reporting of child abuse or neglect even when Consultant's employees, volunteers, Consultants, subcontractors, or agents who are not mandated to report child abuse or neglect under section 11166 of the Penal Code, gain knowledge of, or reasonably suspect, that a child has been a victim of abuse or neglect.
- H. Consultant shall ensure that all known or suspected instances of elder abuse or dependent adult abuse are reported as required by section 15630 of the Welfare and Institutions Code. In addition, Consultant shall:
- (1) Require each of Consultant's employees, volunteers, Consultants, subcontractors, and agents performing services under this agreement mandated by section 15630 of the Welfare and Institutions Code to report elder or dependent abuse or neglect, to sign a statement that he or she knows

of the statutory mandated reporting requirements and will comply with them.

(2) Establish procedures to ensure reporting of elder abuse or dependent adult abuse even when Consultant's employees, volunteers, Consultants, subcontractors, or agents who are not mandated to report elder abuse or dependent adult abuse under section 15630 of the Welfare and Institutions Code, gain knowledge of, or reasonably suspect, an incident of elder or dependent adult abuse has occurred.

- I. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization in a manner prohibited by law.
- J. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 15. ASSURANCE OF COMPLIANCE WITH COUNTY NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS.

- A. Consultant hereby agrees to comply with Titles VI and VII of the federal Civil Rights Act of 1964, as amended; Section 504 of the federal Rehabilitation Act of 1973, as amended; the federal Age Discrimination Act of 1975, as amended; the federal Food Stamp Act of 1977 as amended, and in particular section 272.6 thereof; Title II of the federal Americans with Disabilities Act of 1990, as amended; the Unruh Civil Rights Act, California Civil Code, section 51, as amended; California Government Code, sections 11135 - 11139.5, as amended; California Government Code, section 12940, as amended; Chapter 7, of Division 5, or Title 1 of the California Government Code, commencing with section 4450, as amended; Title 22, California Code of Regulations, sections 98000 – 98413; Title 24, California Code of Regulations, section 3105; the Dymally-Alatorre Bilingual Services Act (California Government Code, sections 7290 – 7299.8), as amended; section 1808 of the Interethnic Adoption Provisions of the Small Business Job Protection Act of 1996, as amended; and all other applicable federal and state laws, as well as their implementing regulations (including title 45 of the 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, color, disability, medical condition, national origin, race, ancestry, sexual orientation, 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 gives assurance to immediately take any measures necessary to effectuate this Assurance of Compliance.

- B. This Assurance of Compliance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and Consultant hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of Chapter 21-100 of the California Department of Social Services (CDSS) Manual of Policies and Procedures will be prohibited.
- C. By giving this Assurance of Compliance, Consultant 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 of Compliance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with California Welfare and Institutions Code section 10605, or California Government Code sections 11135 – 11139.5, as amended, or any other laws or regulations, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this Assurance of Compliance.
- D. This Assurance of Compliance is binding on Consultant as long as Consultant is receiving federal or state funding pursuant to the agreement in which this Assurance of Compliance is included.

Section 16. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous

billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

Section 17. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 18. LICENSES AND PERMITS.

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 19. PERFORMANCE STANDARDS.

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

Section 20. CONFLICTS OF INTEREST.

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 21. NOTICES.

A. Except as provided in section 7.C. and 7.D. of this agreement (oral notice of termination), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Branch Director
Children's Services Branch
Attn: Contracts Unit
1313 Yuba Street
Redding, CA 96001
Phone: 530-225-5757
Fax: 530-225-5190

If to Consultant: Executive Director
Pathways to Hope for Children
2280 Benton Drive, Building C, Suite B
Redding, CA 96003
Tel: (530) 241-5816
Fax: (530)241-4192

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 21.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer or his/her designee.

Section 22. AGREEMENT PREPARATION.

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 23. COMPLIANCE WITH POLITICAL REFORM ACT.

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 24. PROPERTY TAXES.

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

Section 25. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 26. COUNTY'S RIGHT OF SETOFF.

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

Section 27. CONFIDENTIALITY.

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 28. CONFIDENTIALITY OF CLIENT INFORMATION.

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultants employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of client information (including, but not limited to, sections 827, 5328, 10850, and 14100.2 of the California Welfare and Institutions Code; Division 19 of the California Department of Social Services Manual of Policies and Procedures; Health and Safety sections 11845.5 and 11812, 22 California Code of Regulations section 51009; California Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to client's rights shall be adhered to. No list of services of persons receiving services under this agreement shall be published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements of confidentiality. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 29. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

Section 30. USE OF COUNTY PROPERTY.

Consultant shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

Section 31. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES.

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

JOE CHIMENTI, CHAIR
Board of Supervisors
County of Shasta
State of California

ATTEST:

MATTHEW P. PONTES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
RUBIN E. CRUSE, JR
County Counsel

By: Alan Cox
B5E34EBA32EA404...
Name: Alan B. Cox

Date: 10/11/2021 | 8:35 AM PDT
Title: Deputy County Counsel III

RISK MANAGEMENT APPROVAL

By: James Johnson
0DB0C25FD731A450...
Name: James Johnson

Date: 10/11/2021 | 8:12 AM PDT
Title: Risk Management Analyst III

CONSULTANT

Date: 10/10/2021 | 9:51 AM PDT

DocuSigned by:
Michael Burke
DEC407B5DBD7494...
Michael Burke, Executive Director
Pathways to Hope for Children

Tax I.D.#: On File



PARENTING CLASS REFERRAL

Contracted Parenting Classes include: Triple P Level 4 and W&I Code 16507.7 requirements				
Pathways to Hope for Children: For Caregivers not receiving Visitation Services with the Family Center Email the Referral to Pathways to Hope at: referrals@hopeshasta.org		Family Center: For Caregivers receiving Visitation Services from the Family Center Email the Referral to the Family Center at: etapia@youthandfamily.info		Non-Contracted Provider: For out of county/specialized services only, up to 16 sessions . Completed Rates & Instructions (Linked Here) Obtain Program Manager signature (can be electronic) and email signed Referral to Analyst at cscontracts@co.shasta.ca.us
Referral Date:		Instructions: Provide the Name of Caregiver referred to Parenting Classes (only one Caregiver per Referral).		
Referred Name:			Social Worker:	
Phone:			Phone:	
Email:			Email:	
Requested Service Provider: <input type="checkbox"/> Pathways to Hope for Children <input type="checkbox"/> Family Center		<input type="checkbox"/> Non-Contracted Provider Name: Address: Number of Authorized Sessions (Up to _____)		
Services Requested: <input type="checkbox"/> Individual Parenting Classes		<input type="checkbox"/> Group Parenting Classes		
Child's Name	Age	DOB	Gender	Living at Home Y/N?
Reason for Child Welfare involvement:				
Additional Information/Areas of Concern:				
Attach the following: <input type="checkbox"/> Inter-agency Release of Information Signed				
Social Worker Signature:			Date	
Social Worker Supervisor Signature:			Date	
Program Manager Signature:			Date	
Analyst Initials:			Date	

EXHIBIT B

Parenting Class Progress Report

A brief questionnaire to be completed by the Group Leader regarding each Caregiver at initial session and session 4 intervals of the 16-session Parenting class.

Caregiver Name:Date of Class Start:Social Worker:Date of Class End:

Rate Caregivers' using the following scale: (1 = weak 2 =moderate 3=fair 4=good 5=strong)	Score (1-5)				
	Initial	4 Sessions	8 Sessions	12 Sessions	16 Sessions
Caregivers' demonstrated behaviors related to self-esteem, building a positive parental identity and building the self-esteem of their children.					
Caregivers' demonstrated behaviors in handling stress and anger.					
Caregivers' knowledge of growth and development of children, including, but not limited to, safety, nutrition, and health.					
Caregivers' demonstrating communication skills and how they listen to and speak with his or her child or children.					
Caregivers' behaviors related to positive disciplinary mechanisms as alternatives to the physical punishment of a child, including, but not limited to, learning what constitutes abuse and neglect.					
Caregivers' knowledge of boundaries and permissible sexual conduct by adults with regard to children.					
Caregivers' behaviors and attitudes towards sensitivity to cultural differences in child rearing practices.					
Level of participation by Caregiver in Parenting classes.					
Group Leaders' assessment of Caregivers' gain in knowledge about Parenting.					

Overall Information	4 Sessions	8 Sessions	12 Sessions	16 Sessions
Level of engagement (none/a little/a lot)				
Was the Caregiver disruptive or dismissed from the class? Y/N				

Any Additional Comments, Concerns, or Input regarding this Caregiver related to the Parenting Class:

You MUST complete and submit this questionnaire electronically to cscontracts@co.shasta.ca.us at each session interval (initial, 4 sessions, 8 sessions, 12 sessions, 16 sessions).

Sessions	Group Leader Name:	Group Leader Signature	Date Questionnaire Completed	Topics Covered
Initial				
4				
8				
12				
16				

EXHIBIT C

CLIENT SATISFACTION SURVEY

Pathways to Hope for Children (Please <i>circle</i> your response below)					
STATEMENT OF EXPERIENCE	RATINGS				
I feel supported in establishing/maintaining my relationship with my child/relative.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Staff are available and willing to listen to my concerns and successes.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Staff gives me specific parenting feedback.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Parenting Class expectations are clear.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Staff connects me to other resources in the community that will help my family.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
The facility is safe and clean.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
What are the strengths?					
What are the areas needing improvement?					
Any other comments/feedback:					

EXHIBIT D**Shasta County Online Triple P® Scoring Application Required Data Fields**

Focus Child	Family Members/Caregivers
<ul style="list-style-type: none"> • What Organization/Agency is providing services for this child? • Last four digits of child's SSN. • Level providing. • Date intervention commenced. • Date intervention ended. • Caregiver's zip code. • Child's gender. • Child's age today. • Child's date of birth. 	<ul style="list-style-type: none"> • Add family members. • Is intervention complete? • Relationship to child. • Caregiver's marital status. • Which best describes the household in which the child is presently living? • Caregiver's primary language. • Caregiver's race/ethnicity. • What culture does Caregiver identify with? • How did Caregiver hear about Triple P or who referred Caregiver?

Shasta County Online Triple P® Scoring Application Required Surveys**Level 4 Standard, Level 4 Group**

- Client Satisfaction Survey (Post Only)
- Being a Parent (PSOC) (Pre/Post)
- Strengths and Difficulties Questionnaire (Pre/Post)
- Depression, Anxiety, Stress Scale – 42 Question Survey (Pre/Post)

Level 4 Standard Teen, Level 4 Group Teen

- Client Satisfaction Survey (Post Only)
- Parenting Scale – Adolescent (Pre/Post)
- Strength and Difficulties Questionnaire (Pre/Post)
- Depression, Anxiety, Stress Scale- 21 Question Survey (Pre/Post)

EXHIBIT E

QUARTERLY STATISTICAL REPORT
(Available in Excel)

Statistical Report: Parenting Classes	Q1 July-Sept	Q2 Oct - Dec	Q3 Jan - Mar	Q4 Apl - June	TOTAL
Number of Referrals Received, Unduplicated					0
Caregivers, Graduated/Completed, Unduplicated					0
Caregivers Dropped Out of Parenting Classes					0
Total, Unduplicated Caregivers Served					0
Number of Caregivers that Completed in a single Cohort (Incentive Received)					0
Number of Parenting Class sessions held, unduplicated					0
Number of Caregivers connected to community resources					0
Hope Assessments Administered, Unduplicated					0
Unduplicated Children 0-4					0
Unduplicated Children 5-10					0
Unduplicated Children 11-14					0
Unduplicated Children 15-18					0
Unduplicated Children, all ages					0
What is Working Well this Reporting Period?					0
Discuss any changes (+/-)in Caregivers' Hope Scores					0
What Challenges are you Experiencing?					0
Suggestions for any program improvements.					0
Programs Caregivers connected to for ongoing support					0
Program goals for next reporting period.					0
Other Outcomes or Relavent Information?					0
Report Completed By:					0

**EXHIBIT F
BUDGET**

PATHWAYS TO HOPE FOR CHILDREN PARENTING CLASSES BUDGET					
Shasta County Health & Human Services Agency 1313 Yuba Street Redding, CA 96001			Shasta County Child Abuse Prevention Coordinating Council 2280 Benton Dr., Bldg. C Redding, CA 96003		
Multi-Year Service Budgets					
Budget Category	FTE	Budget Period 12/1/21 - 6/30-22	Budget Period 7/1/22-6/30/23	Budget Period 7/1/23-6/30/24	Total Budgeted Costs
Personnel/Position	FTE				
Executive Director	1.00	14,650.00	0.00	0.00	14,650.00
Parent Engagement Coordinator	1.00	23,331.00	41,065.00	41,065.00	105,461.00
AmeriCops Engagement Parent Partner	1.00	13,825.00	23,700.00	23,700.00	61,225.00
					0.00
					0.00
Fringe Benefits		8,174.32	14,248.30	14,248.30	36,670.92
Total Salary and Benefits		59,980.32	79,013.30	79,013.30	218,006.92
Operating Expenses					
Office Expenses/Supplies/Printing		875.00	1,000.00	1,000.00	2,875.00
Equipment		0.00	0.00	0.00	0.00
Rents/Leases		0.00	0.00	0.00	0.00
Communications (cell phone,internet, web)		583.00	1,000.00	1,000.00	2,583.00
Utilities		583.00	1,000.00	1,000.00	2,583.00
Mileage		1,458.00	2,000.00	2,000.00	5,458.00
Software/Data Base		800.00	800.00	800.00	2,400.00
Stipends and Incentives		1,166.00	2,000.00	2,000.00	5,166.00
Class Materials		2,041.00	3,000.00	3,000.00	8,041.00
Food Costs		2,333.08	3,710.20	3,710.20	9,753.48
Total Operating Expenses		9,839.08	14,510.20	14,510.20	38,859.48
Other Expenses					
Capital Assets					0.00
(OTHER - Please Specify)					0.00
(OTHER - Please Specify)					0.00
Total Other Expenses		0.00	0.00	0.00	0.00
Total Expenses		69,819.40	93,523.50	93,523.50	256,866.40
Administrative Cost		5,180.60	6,476.50	6,476.50	18,133.60
(Not to exceed 10% of wages)					
Totals		\$75,000.00	\$100,000.00	\$100,000.00	\$275,000.00

FOR COUNTY USE ONLY:

Cost Center _____

Account Code _____

Project Code _____

Activity Code _____

EXHIBIT G EXPENDITURE REPORT

PATHWAYS TO HOPE FOR CHILDREN INVOICE / EXPENDITURE REPORT					
Shasta County Health & Human Services 1313 Yuba Street Redding, CA 96001			Shasta County Child Abuse Prevention Coordinating Council 2280 Benton Dr., Bldg C Redding, CA 96003		
Check for final Invoice / Report <input type="checkbox"/>		Date of Report			
Term of Contract:					
Period of Report					
Budget Category (1)	Approved Budget (2)	This Period (3)	Previous Periods (4)	YTD (5)	Remaining Balance (6)
Personnel/Position					
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
Fringe Benefits				0.00	0.00
Total Salary and Benefits		0.00	0.00	0.00	0.00
Operating Expenses					
Office Expenses/Supplies				0.00	0.00
Equipment				0.00	0.00
Rents/Leases				0.00	0.00
Utilities/Communications				0.00	0.00
Travel				0.00	0.00
(OTHER - Please Specify)				0.00	0.00
(OTHER - Please Specify)				0.00	0.00
(OTHER - Please Specify)				0.00	0.00
(OTHER - Please Specify)				0.00	0.00
(OTHER - Please Specify)				0.00	0.00
Total Operating Expenses	0.00	0.00	0.00	0.00	0.00
Other Expenses					
Fixed Assets					
(OTHER - Please Specify)					
(OTHER - Please Specify)					
Total Other Expenses		0.00	0.00	0.00	0.00
Total Expenses	0.00	0.00	0.00	0.00	0.00
Administrative Cost				0.00	0.00
<i>(Not to exceed 15%)</i>					
Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Invoice Total		\$0.00			
Prepared by: (type name here)		Date	Telephone #		
I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/condition, laws, and regulations governing its payment					
Authorized Fiscal Signature			Date		
FOR COUNTY USE ONLY: Cost Center _____ Account Code _____ Project Code _____ Activity Code _____ 2250-9-2021-02 CC:50100/052000/WL1008/WL4146					

TRIPLE P CLAIM FORM

EXHIBIT H

Agency: _____
 Triple P Provider _____
 Name: _____

Month / _____
 Year _____

Date of Service	Client Triple P® Number		Client Name	Level Provided	Referred By	Client/Group Time
					TOTAL	

Level 2 Seminar	Date of Service	Topic Presented	# of Attendees	Location	Total Time	

EXHIBIT I

CALIFORNIA CHILD WELFARE CORE PRACTICE MODEL PRACTICE BEHAVIORS



California Child Welfare Core Practice Model Practice Behaviors

I. Foundational Behaviors

I. FOUNDATIONAL BEHAVIORS

1. *Be open, honest, clear, and respectful in your communication.*

- a. Use language and body language that demonstrate an accepting and affirming approach to understanding the family.
- b. Ask people how they prefer to be addressed, and address individuals by the name or title and pronouns they request in person and in writing.
- c. Show deference to Tribal leadership and their titles in written and verbal communication.
- d. Be open and honest about the safety threats and circumstances that brought the family to the attention of the agency, what information can be shared among team members, and what information will be included in court reports.
- e. Be transparent about the role of the court and the child welfare agency.
- f. Ask family members what method of communication they prefer, use age-appropriate language that everyone can understand, and confirm with family members that your communication meets their language and literacy needs.

2. *Be accountable.*

- a. Model accountability and trust by doing what you say you're going to do, be responsive (including returning calls, texts, and emails within 24 business hours), be on time (including submitting reports on time and being on time for appointments), and follow ICWA and other federal and state laws.
- b. Be aware of and take responsibility for your own biases, missteps, and mistakes.

II. ENGAGEMENT BEHAVIORS

3. *Listen to the child, youth, young adult, and family, and demonstrate that you care about their thoughts and experiences.*

- a. Listen attentively and use language and concepts that the family has used.

- b. Use a trauma-informed approach to acknowledge and validate venting, expressions of anger, and feelings of grief and loss.
- c. Reflect what you heard so the child, youth, young adult, and family can see that you understood.

4. *Demonstrate an interest in connecting with the child, youth, young adult, and family, and help them identify and meet their goals.*

- a. Express the belief that all families have the capacity to safely care for children and youth.
- b. Use positive motivation, encouragement, and recognition of strengths to connect with youth and express the belief that they have the capacity to become successful adults.
- c. Reach out to children and families in ways that are welcoming, appropriate, and comfortable for them, and make a special effort to engage fathers and paternal relatives to build connections and engage them as family members and team members.
- d. Affirm the unique strengths, needs, life experience and self-identified goals of each child, youth, young adult, and family.
- e. Show your interest in learning about the family and their culture, community, and tribes.
- f. Ask global questions followed by more descriptive questions that encourage exchange.
- g. Honor the role of important cultural, community, and tribal leaders the child, youth, young adult, and family have identified.

5. *Identify and engage family members and others who are important to the child, youth, young adult, and family.*

- a. Ask questions about relationships and significant others early and often.
- b. Search for all family members, including fathers, mothers, and paternal and maternal relatives through inquiry, early and ongoing Internet search, and review of records.
- c. Work quickly to establish paternity and facilitate the child or youth's connection with paternal relationships.
- d. Contact family, cultural, community, and tribal connections as placement options, team members, and sources of support.

6. *Support and facilitate the family's capacity to advocate for themselves.*

- a. Coordinate with the family's formal and informal advocates to help the family find solutions and provide on-going support.
- b. Promote self-advocacy by providing opportunities for children, youth, young adults, and families to actively share perspectives and goals.
- c. Incorporate the family's strengths, resources, cultural perspectives, and solutions in all casework.

III. ASSESSMENT BEHAVIORS

- 7. *From the beginning and throughout all work with the child, youth, young adult, family, and their team, engage in initial and on-going safety and risk assessment and permanency planning:***
 - a. Explain the assessment process to the child, youth, young adult, and family so they know what to expect, and check in early and often to be sure they understand.
 - b. Explore the child, youth, young adult, and family's expressed and underlying needs by engaging them in communicating their experiences and identifying their strengths, needs, and safety concerns.
 - c. Talk to children, youth, and young adults about their worries, wishes, where they feel safe, where they want to live, and their ideas about permanency, and incorporate their perspective.
 - d. Use tools and approaches that amplify the voices of children and youth.
 - e. Ask the family what is working well and what they see as the solution to the circumstances that brought them to the attention of the child welfare agency.
 - f. Apply information to the assessment process using the family's cultural lens.

IV. TEAMING BEHAVIORS

- 8. *Work with the family to build a supportive team.***
 - a. With the family's permission, contact family, cultural, community, and Tribal connections, and ask them to serve as team members as early as possible.
 - b. Ask initially and throughout the family's involvement if they would like a support person or peer advocate on their team.
 - c. Explore with the family how culture might affect the development of the team and the teaming process.
 - d. Facilitate early and frequent sharing of information and coordination among parents, caregivers and agency partners.
 - e. Facilitate development of a mutually supportive relationship between the parents and caregivers.
- 9. *Facilitate the team process and engage the team in planning and decision-making with and in support of the child, youth, young adult, and family.***
 - a. Make sure team members have the information they need.
 - b. Facilitate critical thinking, discussion, mutual exploration of issues, and consensus building toward the goal of shared decision-making.
 - c. Help the team recognize that differences will occur and assist them to work through conflicts.
 - d. Develop a shared understanding about safety, permanency, and well-being issues to be addressed with the team.

- e. Ensure that all team members understand that legal, regulatory, and policy constraints may limit shared decision making options available to address the family members' needs, including placement options, reunification, and service options.
- f. Build connections to identified services and supports by designating a team member to follow-up with that referral.

10. Work with the team to address the evolving needs of the child, youth, young adult, and family.

- a. Facilitate dialogue about how supports and visitation plans are working.
- b. Explore with team members what roles they can play over time to strengthen child safety and support the family.
- c. Help the team adapt to changing team member roles.

11. Work collaboratively with community partners to create better ways for children, youth, young adults, and families to access services.

V. SERVICE PLANNING AND DELIVERY BEHAVIORS

12. Work with the family and their team to build a plan that will focus on changing behaviors that led to the circumstances that brought the family to the attention of the child welfare agency and assist the child, youth, young adult, and family with safety, trauma, healing, and permanency.

- a. Describe how family strengths, safety threats, and priority needs will be addressed in the plan.
- b. Describe strengths in functional terms that can support the family members in completing their plan.
- c. Share information about agency programs, providers, resources, and supports.
- d. Encourage and support the participation of children, youth, young adults, family, Tribe, and team in identifying culturally sensitive services, supports, visitation activities, and traditions that address family members' unique underlying needs even if this means accepting practices that may be unfamiliar to the social worker.
- e. Ask the family members if they need help meeting basic needs for food, shelter, and medication so they can focus on addressing the problems underlying their involvement with the child welfare agency.
- f. Advocate for, link the family to, and help family members access the services, supports, and visitation activities identified in the plan.
- g. Assure the family receives needed information, preparation, guidance, and support.
- h. Adapt services and supports to meet changing family needs based on ongoing assessment, progress toward goals, and decisions made by the family and their team.

VI. TRANSITION BEHAVIORS

13. Work with the family to prepare for change in advance and provide tools for managing placement changes, social worker changes, and other significant transitions.

- a. Reduce the role of child welfare and professional services over time and facilitate an increased role for the family's network and natural supports to help the family build an ongoing support system.
- b. Coordinate with the family's formal and informal advocates to help the family find solutions and provide on-going support after the child welfare agency is no longer involved.