

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
NORTHERN VALLEY CATHOLIC SOCIAL SERVICE, INC.**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency and Probation Department ("County"), and Northern Valley Catholic Social Service, Inc., a California corporation ("Consultant"), (collectively, the "Parties" and individually a "Party"), for the provision of work-related clothing and hygiene mentoring services for Shasta County's California Work Opportunity and Responsibility to Kids ("CalWORKs") program participants ("CalWORKs Participants") and Probation Department's adult and juvenile offenders ("Offenders") (collectively, the "Participants" and individually a "Participant").

**Section 1. RESPONSIBILITIES OF CONSULTANT.**

- A. Pursuant to the terms and conditions of this agreement, Consultant shall:
- (1) Provide a one-stop clothing and hygiene mentoring center ("Clothes That Work"), where Participants referred by County are to receive assistance with clothing, shoes, clothing accessories, and education on personal appearance to help them obtain gainful employment and dress appropriately for court proceedings;
  - (2) Provide new or used clothing suitable for job interviews and enough on-the-job clothing for a minimum of one week. The clothing provided shall include at a minimum:
    - (a) For women: Dresses and/or skirts, slacks, blouses, blazers, undergarments, footwear, and clothing accessories, for various occupations, and in any needed sizes;
    - (b) For men: Slacks or pants, shirts, ties, jackets, undergarments, footwear, and clothing accessories, for various occupations and in any needed sizes;
  - (3) Notify the referring Party, by the end of the business day, if a Participant's clothing and/or hygiene needs cannot be met at the time the Participant shows for services. For CalWORKs Participants, the Consultant shall notify the referring CalWORKs Employment and Training Worker ("Worker") via fax, at the fax number provided on the Shasta County Health and Human Services Agency referral form, **Exhibit A**, attached and incorporated herein; and for Offenders, the Consultant shall notify the Probation Officer via fax, at the fax number provided on the Shasta County Probation Department's Request for Services/Referral form, **Exhibit B**, attached and incorporated herein;
  - (4) Provide basic education on personal appearance and hygiene to all Participants. Instruction shall be conducted on a one-on-one basis or in groups, as appropriate, and shall include, but not be limited to, advice regarding colors, suitable styles for the individual, make-up, hair styling, personal care, hygiene tips, covering scars and/or tattoos, and tips on how to mix and match clothing items to build a basic wardrobe;

- (5) Provide instruction on how to remove clothing stains and how to iron clothing, when appropriate;
- (6) Maintain business hours at Clothes That Work a minimum of 20 hours per week, Monday through Friday, between the hours of 8:00 a.m. and 9:00 p.m.
- (7) Throughout the term of this agreement, submit written monthly statistical and narrative summary reports ("CalWORKs Monthly Report(s)") accompanied by a copy of the monthly invoice for services rendered to the County and costs incurred as prescribed in Section 4.A. of this agreement, by the 15th of the month following the month services under this agreement were rendered. The CalWORKs Monthly Report(s) shall be emailed to the County CalWORKs Employment Services Manager at an email address provided by the CalWORKs Employment Services Manager. Each CalWORKs Monthly Report shall include the following monthly and year-to-date statistical information:
  - (a) For each CalWORKs Participant referred provide:
    1. Name;
    2. Date of contact;
    3. If clothing and hygiene needs were met;
    4. A description of each clothing item provided, including the value of each and the number provided; and
    5. Include if hygiene mentoring was offered and whether it was declined or accepted by the CalWORKs Participant.
  - (b) The total number of:
    1. CalWORKs Participants receiving services;
    2. Hours spent serving CalWORKs Participants;
    3. Items each CalWORKs Participant receives, and the dollar value of the items distributed; and
    4. CalWORKs Participants who could not be provided clothing items, and the reason(s) clothing items could not be provided; and
    5. Hours of weekly operation.
- (8) Consultant shall submit written monthly statistical and narrative summary reports ("Probation Monthly Report(s)") accompanied by a copy of the monthly invoice for services rendered to the County and costs incurred as prescribed in Section 4.A. of this agreement, by the 15th of the month following the month services under this agreement were rendered. The Probation Monthly Reports shall be emailed to the Probation Department's Agency Staff Services Analyst for Adult Probation at an email address provided by the Probation Department. Each Probation Monthly Report shall include the following monthly and year-to-date statistical information:

- (a) For each Offender served:
  - 1. Offender's name and form of supervision (e.g. Post Release Community Supervision ("PRCS"), Mandatory Supervision ("MS"), Formal Probation, as indicated on the Probation Referral Form;
  - 2. Dates services were provided; and
  - 3. A description of each item provided, including the fair market value of each item and the number of items provided.
- (b) The number of:
  - 1. Offenders receiving services;
  - 2. Offenders under each form of supervision (e.g. PRCS, MS, Formal Probation);
  - 3. Total hours serving Offenders; and
  - 4. Offenders who could not be provided clothing items, and the reason(s) items could not be provided.

**B. Expected Outcomes.**

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

- (1) Submit timely monthly reports as required by Sections 1.A.(7) and 1.A.(8) of this agreement, and accurate invoices as required by Section 4.A. of this agreement;
  - (2) Provide personal appearance and hygiene mentoring to a minimum of 80 percent of Participants who are referred for that purpose and show for services; and
  - (3) Provide needed clothing, and accessories to a minimum of 80 percent of Participants who are referred and show for services.
- C. 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."
- D. 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. A copy of Consultant's Grievance Procedures shall be provided to County upon request. County's Director of Health and Human Services Agency ("Director") shall be notified in writing by Consultant within ten business days of:

- (1) Learning of all grievances and the nature thereof; and
  - (2) Resolution of a grievance or conclusion of the grievance process including the results of such.
- 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. 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."

**Section 2.     RESPONSIBILITIES OF COUNTY.**

County shall compensate Consultant as prescribed in Sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

**Section 3.     COMPENSATION.**

- A. For the period of July 1, 2017 through June 30, 2018 ("County Fiscal Year 2017-18"), after satisfactorily completing the duties prescribed in this agreement, Consultant shall be paid a maximum of \$5,817 per month for a total not to exceed \$69,804. In addition, Consultant shall be eligible to receive incentive payments ("Incentive Payments") based on the percentage of Participants whose clothing and hygiene needs were fully met during each month Incentive Payments shall be based on the following:
- (1) Each month after 80 percent of Participants have their clothing and hygiene needs fully met, and after compliance with the terms of this agreement, Consultant shall receive an Incentive Payment of \$500;
  - (2) Each month after 90 percent of Participants have their clothing and hygiene needs fully met, and after compliance with the terms of this agreement, Consultant shall receive an additional Incentive Payment of \$300; and
  - (3) Total Incentive Payments shall not exceed \$9,600 for County Fiscal Year 2017-18.
- B. For the period of July 1, 2018 through June 30, 2019 ("County Fiscal Year 2018-19"), after satisfactorily completing the duties as prescribed in this agreement, Consultant shall be paid a maximum of \$5,817 per month for total not to exceed \$69,804. In addition, Consultant shall be eligible to receive Incentive Payments based on the percentage of Participants whose clothing and hygiene needs were fully met during each month. Incentive Payments shall be based on the following:
- (1) Each month after 80 percent of Participants have their clothing and hygiene needs fully met, and after compliance with the terms of this agreement, Consultant shall receive an Incentive Payment of \$500;



- (2) Each month after 90 percent of Participants have their clothing and hygiene needs fully met, and after compliance with the terms of this agreement, Consultant shall receive an additional Incentive Payment of \$300; and
  - (3) During County Fiscal Year 2018-19 total Incentive Payments shall not exceed \$9,600.
- C. For the period of July 1, 2019 through June 30, 2020("County Fiscal Year 2019-20"), after satisfactorily completing the duties as prescribed in this agreement, Consultant shall be paid a maximum of \$5,817 per month for total not to exceed \$69,804. In addition, Consultant shall be eligible to receive Incentive Payments based on the percentage of Participants whose clothing and hygiene needs were fully met during each month. Incentive Payments shall be based on the following:
  - (1) Each month after 80 percent of Participants have their clothing and hygiene needs fully met, and after compliance with the terms of this agreement, Consultant shall receive an Incentive Payment of \$500;
  - (2) Each month after 90 percent of Participants have their clothing and hygiene needs fully met, and after compliance with the terms of this agreement, Consultant shall receive an additional Incentive Payment of \$300; and
  - (3) During the period of July 1, 2019 through June 30, 2020, total Incentive Payments shall not exceed \$9,600.
- D. In no case whatsoever shall the maximum amount payable under this agreement exceed \$79,404 for County Fiscal Year 2017-18; \$79,404 for County Fiscal Year 2018-19; and \$79,404 for County Fiscal Year 2019-20.
- E. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

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

- A. Consultant shall submit to 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 the preceding month, an invoice provided by County ("Statement of Invoice and Service") in the form of **Exhibit C** for County Fiscal Year 2017-18; **Exhibit D** for County Fiscal Year 2018-19; and **Exhibit E** for County Fiscal Year 2019-20, attached and incorporated herein. Notwithstanding the foregoing, Consultant shall submit for the final month of this agreement or portion thereof that the agreement was in effect, by the 15th day of the following month, the final invoice. County shall pay Consultant within 30 days of receipt of Consultant's complete, correct and approved statement or invoice. For purposes of effectuating payment of compensation, this provision shall survive the termination, expiration, or cancellation of this agreement.
- B. 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.

- C. 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 5. TERM OF AGREEMENT.**

This agreement shall commence as of the date of July 1, 2017, and shall end June 30, 2020, except as to the final invoice as required by Section 4.A. of this agreement, which shall be due by the 15th day of the final month or portion thereof that this agreement was in effect. 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. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

**Section 6. 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. Either Party 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 Health and Human Services Agency ("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 7. 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. However, minor amendments 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 the 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 8. 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 9. 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 insure 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 10. 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 11. 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 insurance necessary to protect the County and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; 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 the 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 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.
- D. 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 *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that *coverage shall not be reduced or canceled without 30 days written prior notice certain to the County*. 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 the 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, 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 the County.

**Section 12. 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. 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).
- C. 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 13. 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 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).
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. 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 noncompliance with the provisions of this section.

**Section 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. NOTICES.**

A. Except as provided in sections 6.C. and 6.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
	HHSA Business and Support Services
	Attn: Contracts Unit
	P.O. Box 496005
	Redding, CA 96049-6005
	Phone: 530-245-6860
	Fax: 530-225-5555

If to Consultant: Executive Director  
Northern Valley Catholic Social Service, Inc.  
2400 Washington Avenue  
Redding, CA 96001  
Phone: 530-241-0552  
Fax: 530-241-6457

B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 20.A. and shall be deemed to be effective immediately.

**Section 21. 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 22. 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 23. 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 24. 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 25. 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 26. CONFIDENTIALITY OF CLIENT INFORMATION.**

Consultant shall comply with, and require all of Consultant's employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination, expiration, or cancellation of this agreement to which the State Department of Social Services regulations apply.

**Section 27. 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 28. 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 29. 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.

***[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: \_\_\_\_\_

\_\_\_\_\_  
DAVID KEHOE, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

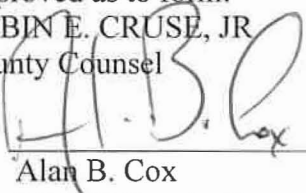
ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

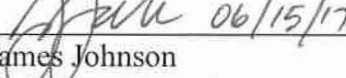
By: \_\_\_\_\_  
Deputy

Approved as to form:

RUBIN E. CRUSE, JR.  
County Counsel


By:  6/14/17  
Alan B. Cox  
Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By:  06/15/17  
James Johnson  
Risk Management Analyst

**CONSULTANT**

Date: 6.19.17

  
Cathy Wyatt, LCSW, Executive Director  
Northern Valley Catholic Social Service, Inc.

Tax I.D.#: On file



**SHASTA COUNTY  
HEALTH AND HUMAN SERVICES AGENCY  
CalWORKs - (530) 225-5000 Fax (530) 225-5417**

**CLOTHES THAT WORK REFERRAL  
2400 Washington Street, 3<sup>rd</sup> Floor / (Ph) 241-0552 x3320 (Fax) 247-3323  
Monday thru Fri – 10 am – 4 pm**

Shasta County Health and Human Services Agency is referring the below named for services which cannot be provided by HHSA. Any assistance provided will depend upon available resources.

Client Name: \_\_\_\_\_

Case # \_\_\_\_\_

Worker name: \_\_\_\_\_

Worker Phone #: \_\_\_\_\_

Referring agency: \_\_\_\_\_

Issue date: \_\_\_\_\_

Basis for referral: Type of job: ☐ Clerical ☐ Laborer ☐ OtherBe specific in amounts: ☐ Interview Clothing ☐ Shoes ☐ Undergarments ☐ Uniforms ☐ Other

Additional comments: \_\_\_\_\_

☐ Unable to provide: \_\_\_\_\_

\*\*\*\*\*

I, \_\_\_\_\_, received the following items:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Client Signature\_\_\_\_\_  
CTW Attendant Signature\_\_\_\_\_  
Date

\*\*\*\*\*

**RELEASE OF INFORMATION**

I, \_\_\_\_\_, hereby authorize Shasta County Health and Human Services Agency to release information regarding my public assistance to the above named agency.

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

**Referral no longer valid after 14 days from issuance date**



## SHASTA COUNTY PROBATION DEPARTMENT

### ADULT DIVISION

1600 Court Street, 1st Floor

Redding, CA 96001

(530) 245-6200 FAX: (530) 245-6241

**Ruby Fierro**

*Division Director*

### COMMUNITY CORRECTIONS CENTER

1421 Court Street

Redding, CA 96001

(530) 229-8000 FAX: (530) 245-6768

**Chelsey Chappelle**

*Division Director*

**Tracie Neal**

*Chief Probation Officer*

### REQUEST FOR SERVICES/REFERRAL

<b>Name:</b>		<b>Phone:</b>		<b>Date:</b>	
<b>Agency:</b>			<b>Type of Service:</b>		
<b>Need(s):</b>					
<b>Stage of Change:</b>					
<b>Desired Outcome/Plan (Including exit plan.):</b>					
<b>Periodic Review will be done:</b>				<b>Termination Date:</b>	
<b>Cost:</b>		<b>Duration:</b>		<b>From: To:</b>	
<b>Probation Officer:</b>				<b>SPO: Approved:</b>	
<b>Phone:</b>					
PRCS		MS		PROBATION	

SAFER COMMUNITIES  
BETTER LIVES

Request for services (RQS)

Agr.RS-Probation.NVCSS.1720

2009-13-2017-01

CC: 50100 / 052001

Statement of Invoice and Service  
 NORTHERN VALLEY CATHOLIC SOCIAL SERVICE, INC.  
 CLOTHES THAT WORK  
 COUNTY FISCAL YEAR 2017-18

Shasta County Health & Human Services Agency  
 1810 Market Street  
 Redding, CA 96001

Northern Valley Catholic Social Service, Inc.  
 2400 Washington Avenue  
 Redding, CA 96001

Term of Contract: 7/1/2017 - 6/30/2020

Date of Report: \_\_\_\_\_

Period of Report: \_\_\_\_\_

	Budget	This Period	Previous Period	YTD
<b>Base</b>	\$ 69,804			
<i>(For the period of July 1, 2017 – June 30, 2018: Not to exceed \$5,817 per month, and \$69,804 for County Fiscal Year 2014-15)</i>				
<b>Incentive Payments</b>	\$ 9,600	\$ -	\$ -	\$ -
<i>(For the period of July 1, 2017 – June 30, 2018: Not to exceed \$800 per month, and \$7,200)</i>				
<b>Total</b>	\$ 79,404	\$ -	\$ -	\$ -

	CalWORKs	Probation	Total
<b>Number of Participants Referred:</b>	-	-	-
<b>Number of Participants Served:</b>	-	-	-
<b>Percentage Served:</b>	0%		

**CERTIFICATION:**

I certify that, to the best of my knowledge, this claim is in all respects true, correct, and complete, supportable by available documentation, and in compliance with all terms/conditions, laws, and regulations governing its payment.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Send to:

HHSA - Regional Services  
 PO Box 496005  
 Redding, CA 96049-6005

For questions regarding this invoice, please contact:  
 Jana Garcia: (530) 225-5272

**FOR COUNTY USE ONLY:**

Program Approval/Date: _____	Indicate Incentive % Earned: 80% <input type="checkbox"/> 90% <input type="checkbox"/> Under 80% <input type="checkbox"/>	
Fiscal Approval/Date: _____	CalWORKs % _____ AMOUNT _____	cc 50100 052001 WL2076 / WL4633
	Probation % _____ AMOUNT _____	cc 26302 052009 PBG003 / PBG300

Statement of Invoice and Service  
 NORTHERN VALLEY CATHOLIC SOCIAL SERVICE, INC.  
 CLOTHES THAT WORK  
 COUNTY FISCAL YEAR 2018-19

Shasta County Health & Human Services Agency  
 1810 Market Street  
 Redding, CA 96001

Northern Valley Catholic Social Service, Inc.  
 2400 Washington Avenue  
 Redding, CA 96001

Term of Contract: 7/1/2017 - 6/30/2020

Date of Report: \_\_\_\_\_

Period of Report: \_\_\_\_\_

	Budget	This Period	Previous Period	YTD
<b>Base</b> <i>(Not to exceed \$5,817 per month, and \$69,804 per County Fiscal Year 2018-19)</i>	\$ 69,804	\$ -	\$ -	\$ -
<b>Incentive Payments</b> <i>(Not to exceed \$800 per month, and \$9,600 per County Fiscal Year 2018-19)</i>	\$ 9,600	\$ -	\$ -	\$ -
<b>Total</b>	\$ 79,404	\$ -	\$ -	\$ -

	CalWORKs	Probation	Total
<b>Number of Participants Referred:</b>	-	-	-
<b>Number of Participants Served:</b>	-	-	-
<b>Percentage Served:</b>	0%		

**CERTIFICATION:**

I certify that, to the best of my knowledge, this claim is in all respects true, correct, and complete, supportable by available documentation, and in compliance with all terms/conditions, laws, and regulations governing its payment.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Send to:

HHSA - Regional Services  
 PO Box 496005  
 Redding, CA 96049-6005

For questions regarding this invoice, please contact:  
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Program Approval/Date: _____	Indicate Incentive % Earned: 80% <input type="checkbox"/> 90% <input type="checkbox"/> Under 80% <input type="checkbox"/>	
Fiscal Approval/Date: _____	CalWORKs _____ %	AMOUNT _____
	Probation _____	cc 50100 052001 WL2076 / WL4633 cc 26302 052009 PBG003 / PBG300

Statement of Invoice and Service  
NORTHERN VALLEY CATHOLIC SOCIAL SERVICE, INC.  
CLOTHES THAT WORK  
COUNTY FISCAL YEAR 2019-20

Shasta County Health & Human Services Agency  
1810 Market Street  
Redding, CA 96001

Northern Valley Catholic Social Service, Inc.  
2400 Washington Avenue  
Redding, CA 96001

Term of Contract: 7/1/2017 - 6/30/2020

Date of Report: \_\_\_\_\_

Period of Report: \_\_\_\_\_

	Budget	This Period	Previous Period	YTD
<b>Base</b> <i>(Not to exceed \$5,817 per month, and \$69,804 per County Fiscal Year 2016-17)</i>	\$ 69,804	\$ -	\$ -	\$ -
<b>Incentive Payments</b> <i>(Not to exceed \$800 per month, and \$9,600 per County Fiscal Year 2016-17)</i>	\$ 9,600	\$ -	\$ -	\$ -
<b>Total</b>	\$ 79,404	\$ -	\$ -	\$ -

	CalWORKs	Probation	Total
<b>Number of Participants Referred:</b>	_____	_____	_____
<b>Number of Participants Served:</b>	_____	_____	_____
<b>Percentage Served:</b>	0%		

**CERTIFICATION:**

I certify that, to the best of my knowledge, this claim is in all respects true, correct, and complete, supportable by available documentation, and in compliance with all terms/conditions, laws, and regulations governing its payment.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Send to:

HHSA - Regional Services  
PO Box 496005  
Redding, CA 96049-6005

For questions regarding this invoice, please contact:  
Jana Garcia: (530) 225-5272

**FOR COUNTY USE ONLY:**

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Fiscal Approval/Date: _____	<table> <tr> <td></td> <td>%</td> <td>AMOUNT</td> <td></td> </tr> <tr> <td>CalWORKs</td> <td>_____</td> <td>_____</td> <td>cc 50100 052001 WL2076 / WL4633</td> </tr> <tr> <td>Probation</td> <td>_____</td> <td>_____</td> <td>cc 26302 052009 PBG003 / PBG300</td> </tr> </table>		%	AMOUNT		CalWORKs	_____	_____	cc 50100 052001 WL2076 / WL4633	Probation	_____	_____	cc 26302 052009 PBG003 / PBG300
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