AGREEMENT BETWEEN THE COUNTY OF SHASTA AND SHASTA COUNTY CHILD ABUSE PREVENTION COORDINATING COUNCIL

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency, a political subdivision of the State of California ("County"), and Shasta County Child Abuse Prevention Coordinating Council ("Consultant"), a California corporation, (collectively, the "Parties" and individually a "Party") for the provision of Parent Learning and Supportive Services.

Section 1. **DEFINITIONS.**

For the purposes of this agreement, the following definitions shall apply:

Assessment means an engagement with and interview of a family to ascertain the strengths and needs of the family as they relate to the safety, permanence, and well-being of the family's children to identify services and Community Resources that will assist the family in building their strengths and addressing their needs.

Assessment Service Plan is a written plan, prepared by a Parent Partner, which assists in identifying Family strengths and needs for the purpose of making appropriate referrals, setting goals for mitigation of risk for child abuse/neglect, tracking services provided and referrals made to other agencies for the intention of addressing the identified needs and for building on Family strengths, and for tracking the outcome of goals.

Community Resources means those resources that are available within the population that can assist families receiving services in meeting their needs or building their identified strengths including, but not limited to: the provision of food, medical care (including mental health), housing, child care, educational resources, drug abuse prevention, employment services and social service programs.

Evidence-Informed/Evidence-Based Service refers to programs and practices that have empirical research supporting their efficacy, and includes SafeCare® and Triple P-Positive Parenting Program®.

Family means a one or two-person unit engaged in the rearing of children or various other social units differing from but regarded as equivalent to the aforementioned unit. Besides biological parents rearing their biological children, other common social units include, but may not be limited to, a relative/step parent rearing their children/step-children, foster parents rearing their foster children, adoptive parents rearing their adopted children, relative caregivers rearing their relative child(ren), and other similar units.

Child and Family Focused Meeting (CFFM) is a meeting that is comprised of family members, foster parents, legal custodians, community specialists and other support people identified by the family and agency who join together to empower, motivate and strengthen a family, and collaboratively develop a plan of care and protection to achieve safety, permanency, and well-being for the child and family.

Minor is an individual who is under 18 years of age.

Parent Partner means an individual employed or retained by Consultant, who meets the minimum qualifications of a Parent Partner. The Parent Partner provides support, advocacy, mentoring, education and services to families at risk for child abuse/neglect referred by County pursuant to the agreement. Parent Partners act as a bridge to other

needed Community Resources and services for such families.

Response Path 1 Services refers to a response to a low risk referral of child abuse/neglect to County that would otherwise not receive a response from County. A Path 1 response is made by a Parent Partner to help assess the needs of the referred Family and connect them to Community Resources.

Response Path 2 Services refers to a response to a moderate risk referral of child abuse/neglect to County and is a joint response by County and a Parent Partner to assess safety and risk factors, and if appropriate, provide the Family with services to address any specific needs.

Referral Services consists of recommendations resulting from an Assessment and subsequent Assessment Service Plan, to a Family for Community Resources or other relevant recommendations that will help stabilize the Family and promote positive outcomes.

SafeCare® is an Evidence-Based/Evidence-Informed Service determined to be effective with families involved in child welfare that provides direct skill training to parents in child behavior management, planned activities, home safety, and child health management skills to prevent and intervene with child maltreatment

Strengthening Families Five Protective Factors are the foundation of the Strengthening Families approach and when they are present and robust in a Family diminish the likelihood of child abuse and neglect. The five protective factors are:

- 1. Parental Resilience the ability to cope with and bounce back from all types of challenges.
- 2. Social Connections friends, family members, neighbors, and other members of a community who provide emotional support and concrete assistance to parents.
- 3. Knowledge of Parenting and Child Development accurate information about raising young children, appropriate expectations for their behavior, and knowledge of alternative discipline techniques.
- 4. Concrete Supports in Times of Need financial security to cover day-to-day expenses and unexpected costs, formal supports like Temporary Assistance for Needy Families ("TANF"), Medicaid, and job training, and informal support from social networks.
- 5. Children's Social and Emotional Competence a child's ability to interact positively with others and communicate his or her emotions effectively.

Triple P – Positive Parenting Program® is an Evidence-Based/Evidence-Informed service model for parenting and support determined to be effective in preventing behavioral, emotional, and developmental problems in children by enhancing the knowledge, skills, and confidence of parents.

Section 2. <u>RESPONSIBILITIES OF CONSULTANT.</u>

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

- A. Employ or retain, and supervise, Parent Partners to provide:
 - 1. Response Path 1 Services.

- a. Contact each Family referred to Consultant by County by telephone, letter, or personally to inform the Family about the Parent Learning and Supportive Services Program and invite the Family's participation.
- b. Offer to meet with each Family and provide Assessment and Referral Services in order to help assure the safety, permanence, and well-being of the child(ren).
- c. Conduct an Assessment for each Family, referred by County, who requests Assessment and Referral Services as offered in sub-section 2.A.1.b. Based on the results of the Assessment, an Assessment Service Plan will be written that shall incorporate the Strengthening Families Protective Factors.
- d. Connect Families referred by County, who participate in an Assessment, to available Community Resources.
- e. Offer Evidence-Informed/Evidence Based Services, such as SafeCare® home visiting and Level 3 Triple P Positive Parenting Program®, as requested by County.
- f. Make follow-up calls to implement services and/or to determine if a Family successfully connected to the service, activities, and Community Resources as proposed and agreed to as noted in sub-section A.1.d.

2. Response Path 2 Services.

- a. Respond to County requests for assistance with a child abuse/neglect referral.
- b. Participate with County social workers on family visits as requested by County when the County social worker will be assessing concerns of child abuse/neglect.
- c. Participate with social worker on family visit after initial assessment by social worker.
- d. Receive and respond to written referrals from County regarding Families previously contacted by a County social worker, but not yet introduced by a County social worker to a Parent Partner.
- e. Following the County social worker assessment and Response Path 2 Services referral, meet with the referred Family, engage with them to provide Assessment and Referral Services.
- f. Provide feedback to County within 21 days of receiving written referral from County as defined in sub-section A.2.d and A.2.e. Feedback is to include family engagement status: assigned, declined services, or on a waiting list.
- g. Participate in Child and Family Focused Meetings as requested by County.
- h. Provide services prescribed in Sections 2.A.1.c through 2.A.1.g of this agreement.
- B. Obtain or provide training for staff funded by this agreement to achieve and maintain a working knowledge of the following for the provision of Parent Learning services:

- 1. SafeCare® home visitation program that provides direct skill training to parents in child behavior management, planned activities training, home safety training, and child health skills to prevent and intervene with child maltreatment.
- 2. Triple P Positive Parenting Program[®] Level 3 accreditation.
- 3. Strengthening Families approach a comprehensive understanding of the issues related to promoting healthy child development through increasing the five Protective Factors in families.
- C. Participate in County's Triple P Evaluation activities as prescribed in Section 3. B., and provide names of new staff who become accredited in Triple P.
- D. Designate one individual to serve on the Shasta County Child Abuse Prevention Review, Evaluate and Direct (RED) Team as outlined in **Attachment B**, attached and incorporated herein.
- E. 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 this agreement and all subcontracts under this agreement relating to the preparation of the document or written report. If multiple documents or written reports are prepared pursuant to this 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."
- F. Record Keeping/Reporting.
 - 1. Consultant shall maintain, in the State of California, and in a form acceptable to County:
 - a. All books, records, documents, and other evidence pertaining to the costs and expenses incurred by Consultant pursuant to this agreement; and
 - b. Records concerning the services provided pursuant to this agreement, including, but not limited to, a log of the dates and hours spent providing the services prescribed in Section 2 of this agreement (collectively, the "Agreement Records").
 - 2. All Agreement Records shall be open for audit and review by County, and by state and federal agencies, including the California Department of Social Services. Agreement Records shall be kept for a period of at least five years after termination, expiration, or cancellation of this agreement, or until all audits for compliance with the terms, conditions, and specifications of this agreement are completed, whichever is later. This provision shall survive the termination, expiration, or cancellation of this agreement.

- 3. Consultant shall provide all information pertaining to this agreement necessary for reports required by County, and by the state or federal government. Consultant shall fully cooperate with County in providing any information and/or records needed by any government entity concerning this agreement.
- G. Consultant shall promulgate and implement written procedures (Grievance Procedures) whereby clients and 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 upon request for County's approval prior to use. County's Health and Human Services Agency (HHSA), Children's Branch Director (Branch Director) shall be notified in writing within 10 business days of:
 - 1. Learning of all grievances and the nature thereof; and
 - 2. Upon resolution of a grievance or conclusion of the grievance process, including the results.
- H. Investigation of Illegal Use of Agreement Funds.
 - 1. Consultant shall 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. Consultant shall cooperate with County or its delegate in any way necessary in the investigation of potential illegal use of agreement funds.
 - 2. Consultant shall provide County or its delegate with any relevant information requested and shall permit County or its delegate access to Consultant's premises, upon reasonable notice, during normal business hours for the purpose of conducting interviews and inspecting and copying books, records, accounts, and other materials that may be relevant to a matter under investigation for potential illegal use of agreement funds.
- I. Consultant shall 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.
- J. Consultant shall 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 the 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 Services."

Section 3. RECORD KEEPING/REPORTING.

In addition to the requirements of Section 2 of this agreement, Consultant shall:

- A. Provide a written monthly report (Parent Learning Monthly Report) in an agreed upon format to County by the 20th of the month for the prior month's services provided pursuant to this agreement. The Parent Learning Monthly Report shall be emailed to an email address designated by County. The Parent Learning Monthly Report shall include the following:
 - 1. Statistical Summary by Response Path Number of:
 - a. New referrals received
 - b. Referrals that had a first engaged visit
 - c. Engaged referrals with first SafeCare® visit
 - d. Engaged referrals with first Triple P Positive Parenting Program® visit
 - e. Referrals that completed SafeCare®
 - f. Referrals that completed Triple P Positive Parenting Program®
 - g. Closed referrals that did not engage with Consultant
 - h. Closed referrals that engaged with Consultant
 - 2. Participation by Response Path
 - a. Each family member's name (Last, First)
 - b. Name of children in the family (Last, First)
 - c. Date of engagement of the family by Consultant
 - d. Number of face to face visits with Consultant
 - e. Referral services each family received
 - f. Referral services where a family received services
 - g. Start date and closed date of case for each family
 - 3. Budget Summary
 - a. Beginning and ending balances
 - b. Monthly expenses
 - c. Identification of potential problem areas
 - 4. Demographic Data by Response Path
 - a. Total number of:
 - Children served
 - Parents/caregivers served
 - Children with disabilities served
 - Parents/caregivers with disabilities served
 - Families served
 - b. Geographic location where services were provided
 - c. Ethnic characteristics (by number) of each family member

- 1. White
- 2. Native American
- 3. Hispanic
- 4. Black (non-Hispanic)
- 5. Asian
- 6. Other (specify)
- B. Submit quarterly in October, January, April and July all completed outcome data collection required for the provision and evaluation of SafeCare® and Triple P Positive Parenting Program® including but not limited to:
 - a. Module training assessments conducted at the beginning and end
 - b. End of module satisfaction surveys
 - c. Protective Factors Survey
- C. Complete, with all program participants, the Protective Factors Survey attached and incorporated herein as Attachment A. The retrospective survey shall be administered prior to discharge from program. Consultant shall participate in the program evaluation activities in the Strengthening Family collaborative program to increase Protective Factors.

Section 4. RESPONSIBILITIES OF COUNTY.

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

- A. Compensate Consultant as prescribed in Sections 5 and 6 of this Agreement;
- B. Monitor Consultant's performance to assure compliance with the terms, conditions and specifications of the Agreement; and
- C. Assure that Parent Partners furnished by Consultant under this agreement will not supplant regular full-time or part-time employee equivalents in the County workforce.

Section 5. COMPENSATION.

- A. In accordance with the budget (the "Budget") as prescribed in **Attachment C** of this agreement, attached hereto and incorporated by this reference, County shall pay to Consultant a maximum of \$528,807 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 \$528,807.
- B. Consultant shall receive no additional compensation for providing the services specified in **Attachment B**.
- C. During the term of this agreement, the Health and Human Services Agency (HHSA) Director or HHSA Branch Director may approve, in writing and in advance, changes in any line item budgeted expenses in the Budget up to a maximum of 10 percent between categories within each line item budget expense provided the maximum compensation specified in Section 4.A. of this agreement is not exceeded.
- D. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of this agreement.

Section 6. **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, and in accordance with the Budget, a billhead or invoice regularly used in the conduct of business of the Consultant accompanied by an Invoice/Expenditure Report, Attachment D, attached and incorporated herein.. 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 or 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. Compensation under this agreement shall be reduced by Applicable Consultant Revenues. The term "Applicable Consultant 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, recoveries or indemnities on losses, insurance refunds and adjustments of overpayment, or other erroneous charges). To the extent that Applicable Consultant Revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to County either as a reduction in compensation, a cost reduction, or a cash refund, as appropriate.
- C. 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 driven by the Parent Partner providing direct services under this agreement. Invoices that include mileage reimbursement must be accompanied by a mileage log functionally similar to **Attachment E**, attached and incorporated herein.
- D. Should County, or the state or federal government, disallow any cost 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 7. <u>TERM OF AGREEMENT.</u>

The initial term of this agreement shall be for one year beginning August 16, 2017 and shall end August 15, 2018. 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 fiscal year. County shall notify Consultant in writing of such non-

appropriation at the earliest possible date.

Section 8. 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. Either Party may terminate this agreement without cause on 30 days' written notice.
- 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 County or Consultant not be able to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of County or Consultant, including, but not limited to: fire, explosion, lightning, power surges or 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 County's or Consultant's control.
- E. County's right to terminate this agreement may be exercised by the Shasta County Board of Supervisors, by County's Executive Officer or his/her designee, or by County's HHSA Director or any HHSA Branch Director as 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 9. <u>ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; ATTACHMENTS/EXHIBITS/APPENDICES.</u>

- 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 provision in Section 5.C., 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 County's HHSA Director or his/her designee, 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 attachments, exhibits or appendices, the provisions of this agreement shall govern.

Section 10. 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 11. 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 12. 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 13. INSURANCE COVERAGE.

- A. Without limiting Consultant's duty of 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) 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 obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million.
- D. 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.
- E. 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 ongoing 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 benefits of the County.

Section 14. <u>SUBCONTRACTORS.</u>

Consultant shall not subcontract any services to be provided under this agreement without the prior written consent of County. Any subcontract entered into by Consultant in contravention of this provision without the prior written consent of County shall be void. Consultant and subcontractor who enter into a subcontract without such consent and approval waive any right to compensation for services provided pursuant to the void subcontract. Consultant and subcontractor shall defend, hold harmless, and indemnify County, its elected officials, officers, volunteers, and employees, against all claims, actions, costs, counsel fees, expenses, damages, judgments, or decrees by reason of any claim made by a subcontractor to enforce any provisions of a subcontract entered into without the prior written consent of County.

Section 15. 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. 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).
- 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 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, contractors, 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.
- F. 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 16. 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 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.
- C. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS), physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law. In addition, Consultant shall comply with the conditions of Attachment F, attached and incorporated herein.
- D. Consultant represents that Consultant is in compliance with, and agrees that Consultant shall continue to comply with, the Americans with Disabilities Act of 1990 (42 U.S.C. §12101, et seq.), the Fair Employment and Housing Act (Government Code, §12900, et seq.), and the regulations and guidelines issued pursuant thereto.
- E. 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.
- F. 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 17. 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 18. <u>COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.</u>

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 19. <u>LICENSES AND PERMITS.</u>

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 20. 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 21. 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 22. NOTICES.

A. Except as provided in Section 8.C and 8.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 Attn: Contracts Unit 1313 Yuba Street Redding, CA 96001 Phone: (530) 225-5757 Fax: (530) 225-5190

If to Consultant: Executive Director

Shasta County Child Abuse Prevention

Coordinating Council

2280 Benton Drive, Building C, Suite B

Redding, CA 96003 Phone: (530) 241-5816 Fax: (530) 241-4192

B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 22.A and shall be deemed to be effective immediately.

Section 23. 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 24. 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 25. 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 26. <u>SEVERABILITY</u>.

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 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. CLIENT CONFIDENTIALITY.

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 patient 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 patients' 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 consultant 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. <u>USE OF COUNTY PROPERTY.</u>

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. 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

Dotor	
Date:	DAVID A. 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	RISK MANAGEMENT APPROVAL
By: Alan Cox Deputy County Counsel	By: James Johnson Risk Management Analyst
	CONSULTANT
Date: 8-30-/7	Linda Howe-Ram, Executive Director Shasta County Child Abuse Prevention Coordinating Council
	On File Federal Tax ID Number

Page 1 of 6

PROTECTIVE FACTORS SURVEY

(Program Information- For Staff Use Only)

Agency/Program ID						
Participant ID #						
Name of Person Delivering Service/Program:						
Survey Information: Date survey completed:						
How was the survey completed?						
☐ Completed in face to face interview☐ Completed by participant with program staff ☐ Completed by participant without program staff						
Type of Services: Select services that most accurately	describe what the participant is receiving.					
☐ Parent Education	☐ Family Resource Center					
☐ Parent Support Group	Skill Building/Ed for Children					
☐ Parent/Child Interaction	☐ Adult Education (i.e. GED/Ed)					
☐ Advocacy (self, community)	☐ Job Skills/Employment Prep					
☐ Fatherhood Program	☐ Pre-Natal Class					
☐ Planned and/or Crisis Respite	☐ Family Literacy					
☐ Homeless/Transitional Housing	☐ Marriage Strengthening/Prep					
☐ Resource and Referral	☐ Home Visiting					
☐ Other (If you are using a specific curriculum, p	please name it here)					
Has the participant had any involvement with Ch	nild Protective Services?					
□ NO □YES	□ NOT SURE					
Participant's Attendance: (Estimate if necessary)						
Service Start Date:	Service End Date:					
Number of hours of service offered to the partic	ipant:					
Number of hours of service received by the participant:						

Page 2 of 6

PROTECTIVE FACTORS SURVEY

Agency	/Progra	am ID		Participant ID #						Participant ID #				Participant I			Participant ID #			Participant ID #			
Gender:	☐ Male	☐ Female	e .	Age (in yea	rs):																		
	lative A frican / lispanio	merican Americar or Latin lawaiian/	or Alaskan Nat า	iive	that best describes what you consider yoursel Asian African Nationals/Caribbean Isla Middle Eastern White (Non Hispanic/European Other																		
Marital Marri		: □ Parti	nered □Sin	ngle	☐ Divorce	d □Wid	dowed	□ Separat	ted														
Family Own Tem		_	□ Re temporary with		elatives)		I Shared h I Homeles	ousing with s	n relatives	friends													
□ \$0-\$°	ily Income: -\$10,000																						
☐ Elem ☐ Trad ☐ 4-yes	nentary leNoca ar colle	tional Tr ge degre	r high school]	⊒ Some coll ⊒ Master's o	ege degree	☐ 2-year ☐ PhD o		gree (Asso	ciate's)													
□ Food	d Stam _l F	ps	☐ Medicaid (St ☐ Head Start/E	ate Health Early Head	Insurance) Start Service	ees		come Tax	Credit														
,,,,,,		nder	Birth Date	<u>.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>		Relationshi	p to Child	l (Check C	One)														
	Male	Female	mm/dd/yy	Birth Parent	Adoptive Parent	Grandparent	Sibling	Other Relative	Foster Parent	Other													
Child 1																							
Child 2																							
Child 3																							
Child 4																							

If more than 4 children, please use space provided on the back of this sheet.

Page 3 of 6

PROTECTIVE FACTORS SURVEY

Part I. Please circle the number that describes how often the statements are true for you or your family. The numbers represent a scale from 1 to 7 where each of the numbers represents a different amount of time. The number 4 means that the statement is true about half the time. Please indicate how often each statement is true for you or your family NOW. Then indicate how often each statement was true BEFORE program services.

Part I		Never	Very Rarely	Rarely	About Half the Time	Frequently	Very Frequently	Always
In my family, we talk about	Before	1	2	3	4	5	6	7
problems.	Now	1	2	3	4	5	6	7
When we argue, my family	Before	1	2	3	4	5	6	7
listens to "both sides of the story."	Now	1	2	3	4	5	6	7
In my family, we take time	Before	1	2	3	4	5	6	7
to listen to each other.	Now	1	2	3	4	5	6	7
My family pulls together	Before	1	2	3	4	5	6	7
when things are stressful.	Now	1	2	3	4	5	6	7
My family is able to solve our problems.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7

Page 4 of 6

PROTECTIVE FACTORS SURVEY

Part II. Please circle the number that best describes how much you agree or disagree with the statement NOW and BEFORE receiving program services.

Part II		Strongly Disagree	Mostly Disagree	Slightly Disagree	Neutral	Slightly Agree	Mostly Agree	Strongly Agree
I have others who will	Before	1	2	3	4	5	6	7
listen when I need to talk about my problems.	Now	1	2	3	4	5	6	7
When I am lonely, there	Before	1	2	3	4	5	6	7
are several people I can talk to.	Now	1	2	3	4	5	6	7
I would have no idea where to turn if my	Before	1	2	3	4	5	6	7
family needed food or housing.	Now	1	2	3	4	5	6	7
I wouldn't know where to	Before	1	2	3	4	5	6	7
go for help if I had trouble making ends meet.	Now	1	2	3	4	5	6	7
If there is a crisis, I have	Before	1	2	3	4	5	6	7
others I can talk to.	Now	1	2	3	4	5	6	7
If I needed help finding a	Before	1	2	3	4	5	6	7
job, I wouldn't know where to go for help.	Now	1	2	3	4	5	6	7

7

7

Page 5 of 6

My child misbehaves just

to upset me.

PROTECTIVE FACTORS SURVEY

Part III. This part of the survey asks about parenting and your relationship with your child. For this section, please focus on the child that you hope will benefit most from your participation in our services/program. Please write the child's age or date of birth and then answer the questions with this child in mind. Please circle the number that best describes how much you agree or disagree with the statement NOW and BEFORE receiving program services.

Child's Age _____ or Child's Date of Birth ___/___

Part III		Strongly Disagree	Mostly Disagree	Slightly Disagree	Neutral	Slightly Agree	Mostly Agree	Strongly Agree
There are many times when I don't know what to do as a parent.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
I know how to help my child learn.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7

2

2

3

3

4

5

6

Before

Now

1

1

This survey was developed by the FRIENDS National Resource Center for Community-Based Child Abuse Prevention in partnership with the University of Kansas Institute for Educational Research & Public Service through funding provided by the US Department of Health and Human Services.

AGR.CS.SCCAPCC.Parent Learning.1720 2250-9-2017-02 CC: 50100 Page 6 of 6

PROTECTIVE FACTORS SURVEY

Part IV. Please tell us how often each of the following happens in your family NOW and BEFORE receiving program services.

Part IV.		Never	Very Rarely	Rarely	About Half the Time	Frequently	Very Frequently	Always
I praise my child when	Before	1	2	3	4	5	6	7
he/she behaves well.	Now	1	2	3	4	5	6	7
When I discipline my child,	Before	1	2	3	4	5	6	7
I lose control.	Now	1	2	3	4	5	6	7
I am happy being with my child.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
My child and I are very	Before	1	2	3	4	5	6	7
close to each other.	Now	1	2	3	4	5	6	7
I am able to soothe my	Before	1	2	3	4	5	6	7
child when he/she is upset.	Now	1	2	3	4	5	6	7
I spend time with my child doing what he/she likes to do.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7

COOPERATIVE ADMINISTRATION OF THE SHASTA COUNTY CHILD ABUSE PREVENTION RED TEAM

Section 1. PURPOSE

The Review, Evaluate and Direct (RED) Team (Team) functions within the provisions of the Welfare and Institution Code (WIC) Sections 18951, 18986.40, and 18986.46, multidisciplinary team consultation services provided to Children's Services by professionals from Children's Services internal partners and contracted partners who have expertise related to services provided to children and families.

Section 2. TEAM COMPOSITION

- A. To facilitate the sharing of confidential child welfare services information, when lawfully permitted, among members of the Team, the Team shall, at all times, meet the composition and training requirements of sections 830; 10850.1; 18951; 18986.40; 18986.46 of the WC; or subdivision (b)(4) of section 11167.5 of the California Penal Code and all other applicable laws and regulations, state or federal.
- **B.** Any time a meeting of the Team is convened, the Team shall consist of no fewer than three individuals who are qualified to provide services related to child abuse or neglect, and meet the requirements of subdivision (d) of section 18951 of the WIC and all other applicable laws and regulations, state or federal.
- C. County and Consultant shall each designate individuals to serve on the Team as specified above in Sections 2.E and 4.C of the agreement. Consultant shall notify County of Consultant's designee(s) at the commencement of the agreement and shall notify County within five business days of any changes to Consultant's designee(s).

Section 3. MEETINGS

- **A.** The Team shall meet on an ad hoc basis at the request of any Team member or at the request of County
- **B.** The Team shall comply with the provisions of section 18986.46 of the WIC and all other applicable laws and regulations, state and federal.

Section 4. TEAM RESPONSIBILITIES

- **A.** At Team Meetings County may identify those incidents of suspected child abuse or neglect reported to County that do not require formal County intervention, but involve a Minor, and/or the Family of a Minor, who would benefit from services offered by the Team.
- **B.** At Team Meetings County may present only the information and records permitted in accordance with section 18986.46 of the WIC, and other applicable laws and regulations, state and federal, regarding the Minor and/or the Family of the Minor referred to the Team in accordance with Section 4.A.1 of this **Attachment**.
- C. The members of the Team shall decide, based solely upon the information and

records presented pursuant to Section 4.A.2 of this **Attachment**, which Team member(s), if any, can provide services to the Minor and/or the Family of the Minor. The Team member(s) so chosen may contact Minor and/or the Family of the Minor and offer to provide services on a voluntary basis, provided that the Minor and/or the Family of the Minor contacted is/are authorized to receive confidential child welfare services information under section 827 of the WIC, or pursuant to any other applicable law or regulation, state or federal.

D. No Team member shall disclose any information derived from reports made under the Child Abuse and Neglect Reporting Act (California Penal Code, sections 11164 et seq.), except as may be otherwise required or permitted by law, regulation, court order, or legal process.

Section 5. CONFIDENTIALITY

No Team member shall disclose any information made confidential by law or regulation, state or federal (including, but not limited to, 45 C.F.R. §164.502; 42 C.F.R., Part 2; section 56.10 of the California Civil Code; and section 5328 of the WIC) during the course of performing any activity described under this **Attachment**, except as otherwise required or permitted by law and regulation, state and federal. This provision shall survive the termination or expiration of the agreement.

Shasta County Child Abuse Prevention Coordinating Council BUDGET

ihasta County Health & Human Services Agency 810 Market Street ledding, CA 96001 SCCAPCC, Inc 2280 Benton Dr., Bldg C, Suite I Redding, CA 9600

Budget Period 	Budget Period 	=	Budget Period 08/16/19-08/15/20	Total Budgeted Costs
08/16/17-08/15/18	08/16/18-08/15/19	_	08/16/19-08/15/20	
	_			
FT	E,	FTE		
62,535.00	3 62,535.00	3	62,535.00	187,605.0
64,218.00	2 42,812.00	2	42,812.00	149,842.0
	1 24,225.00	1	24,225.00	48,450.0
\$126,753.00	\$129,572.00		\$129,572.00	\$385,897.0
22.013.00	22,095.00		22,595,00	66,703.0
	4 450 00		4 450 00	13,350.0
				**
7,378.00	7,378.00			22,134.0
3,000.00	2,500.00		2,000.00	7,500.0
\$36,841.00	\$36,423.00		\$36,423.00	\$109,687.0
T T	T	— <u> </u>		
\$0.00	\$0.00		\$0.00	\$0.0
\$163,594.00	\$165,995.00		\$165,995.00	\$495,584.0
\$12,675.00	\$10,274.00		\$10,274.00	\$33,223.0
\$ 176,269.00	\$ 176,269.00		\$176,269.00	\$ 528,807.0
	62,535.00 64,218.00 \$126,753.00 22,013.00 4,450.00 7,378.00 3,000.00 \$36,841.00 \$0.00 \$163,594.00 \$12,675.00	62,535.00 3 62,535.00 64,218.00 2 42,812.00 1 24,225.00 \$126,753.00 \$129,572.00 22,013.00 22,095.00 4,450.00 4,450.00 7,378.00 7,378.00 3,000.00 2,500.00 \$36,841.00 \$36,423.00 \$0.00 \$0.00 \$163,594.00 \$165,995.00 \$12,675.00 \$10,274.00	62,535.00 3 62,535.00 3 64,218.00 2 42,812.00 2 1 24,225.00 1 \$126,753.00 \$129,572.00 22,013.00 22,095.00 4,450.00 4,450.00 7,378.00 7,378.00 3,000.00 2,500.00 \$36,841.00 \$36,423.00 \$0.00 \$0.00 \$163,594.00 \$165,995.00 \$12,675.00 \$10,274.00	62,535.00 3 62,535.00 3 62,535.00 64,218.00 2 42,812.00 2 42,812.00 1 24,225.00 1 24,225.00 \$126,753.00 \$129,572.00 \$129,572.00 22,013.00 22,095.00 22,595.00 4,450.00 4,450.00 4,450.00 7,378.00 7,378.00 7,378.00 3,000.00 2,500.00 2,000.00 \$36,841.00 \$36,423.00 \$36,423.00 \$163,594.00 \$165,995.00 \$10,274.00

Shasta County Child Abuse Prevention Coordinating Council, Inc.

INVOICE / EXPENDITURE REPORT

Shasta County Health & Human Services 1810 Market Street Redding, CA 96001	;		nton Drive, Blo	SCCAPCC, Inc ton Drive, Bldg C, Suite B Redding, CA 96003	
Check for final Invoice / Report		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			· ·		· ·
Fringe Benefits					
Total Salary and Benefits [
Operating Expenses			127		
Office Expenses/Supplies					
Training/Meeting Expenses					
Rents/Leases Utilities/Communications					
Mileage					
(OTHER - Please Specify)					
Total Operating Expenses [
Other Expenses					
Fixed Assets					
(OTHER - Please Specify)					
Total Other Expenses					
Total Expenses					
Administrative Cost					
(Not to exceed 10% of Wages)					T
Totals					
Invoice Total			=		
Prepared by: (type name here)		Date		Telephone #	
I certify that this claim is in all respects true, or with all terms/condition, laws, and regulations		able documentation, and	in compliance	;	
Authorized	d Fiscal Signature		Date		
FOR COUNTY USE ONLY:					
Cost Center					
Account Code					
Project Code					
Activity Code					

SCCAPCC PARENT PARTNER MILEAGE LOG

D-4-		Commonto (Notos		
Date	Program	Worker Name	Mileage	Comments/Notes
			+	
			0.0	PAGE TOTAL



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

Agreement to provide Differential Response Services.

Shasta County Child Abuse Prevention Coordinating Council, Inc.

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, commending 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.

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.

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.

THIS ASSURANCE OF COMPLIANCE is binding on Consultant as long as Consultant is receiving federal or state funding pursuant to the agreement to which this Assurance of Compliance is attached.