

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA
AND
SHASTA COUNTY OFFICE OF EDUCATION**

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 Office of Education (Consultant) (collectively, the Parties and individually a Party) for the provision of Positive Parenting Program known as Triple P[®]. For the purposes of this agreement, the Positive Parenting Program (Triple P[®]) is a multi-level, parenting and family support strategy that aims to prevent severe behavioral, emotional and developmental problems in children by enhancing the knowledge, skills and confidence of parents.

Section 1. DEFINITION OF TERMS.

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

Caregiver - Any individual who provides care to a child or youth. Caregivers can include parents, grandparents, guardians, foster parents, and childcare workers.

Group – Delivery of Triple P[®] services by Consultant as specified in the Facilitator's Manual for Group and/or Group Teen Triple P[®] to a minimum of four and a maximum of 12 Participants.

Participant – Includes any person that receives Triple P[®] services under this Agreement. (includes Participant's immediate family i.e. mother, father, guardian, child, caregiver).

Triple P[®] - The evidence-based prevention program that is a multi-level parenting and family support strategy that aims to prevent severe behavioral, emotional, and developmental problems in children by enhancing the knowledge, skills, and confidence of parents.

Triple P[®] Level 2 - This is a "light touch" intervention providing brief one-time assistance to parents who are generally coping well but have one or two concerns with their child's behavior or development. It is available for parents of children from birth to 12 years and for parents of teenagers. Includes Selected Seminar Series Triple P[®] and Teen Seminar Series Triple P[®].

Triple P[®] Level 3 – Includes Primary Care Triple P[®], Primary Care Teen Triple P[®].

Triple P[®] Level 4 – Includes Standard Triple P[®], Teen Individual Triple P[®], Group Triple P[®], Group Teen Triple P[®], and Stepping Stones Triple P[®].

Triple P[®] Level 5 – Includes Enhanced Triple P[®], Pathways Triple P[®], and Family Transitions Triple P[®]. Pursuant to this agreement, Level 5 Enhanced and Pathways may only be delivered by a Licensed Clinical Social Worker (LCSW), a licensed Marriage & Family Therapist (MFT) or a licensed psychologist, or a registered intern of the Board of Behavioral Science Examiners (MFTI or ACSW) or psychologist who is a registered intern

with the Board of Psychology and is providing services under the supervision of a licensed clinical psychologist.

Triple P® Resource Materials – Implementation materials used by Consultant to deliver Triple P® services, including but not limited to tip sheets, workbooks, and DVD's.

Section 2. RESPONSIBILITIES OF CONSULTANT.

- A. In consideration of the compensation prescribed in Section 4 of this agreement, and Attachments A, Triple P® Required Evaluations, and B, Triple P® Quarterly Implementation Report, both attached and incorporated herein, Consultant, under the general direction of the Shasta County Health and Human Services Agency (HHSA) Director or any HHSA Branch Director designated by the HHSA Director, shall:
- (1) Provide Levels 3, 4 and 5 Triple P® services to residents of Shasta County. Consultant and Consultant's staff providing Triple P® services shall be accredited for the level of Triple P® they are providing.
 - (2) Pursuant to the terms of this agreement, only Triple P® accredited LCSW's, MFT's and licensed psychologists may deliver Level 5 Enhanced and Level 5 Pathways services.
 - (3) Consultant will conduct at least two Level 4 Standard or Standard Teen Groups during the term of the agreement.
 - (4) Comply with applicable copyright laws regarding Triple P® Resource materials. All Resource Materials shall be requested by Consultant using the Triple P® Resource Materials Request Form as provided by County.
 - a. In order to receive Resource Materials requested, Consultant's online Scoring Application data must reflect recent service activity for which Consultant is requesting Resource Material.
 - (5) In consultation with and approval of County, ensure services are available at regular intervals throughout the fiscal year.
 - (6) Ensure for each Participant that receives Triple P® services, the Triple P® required pre and post surveys, as detailed in Attachment A, are completed.
 - (7) Ensure for each Participant that receives Triple P® services, the caregiver is entered into the online Scoring Application and linked to the focus child.
 - (8) Adhere to Triple P® fidelity requirements.
 - (9) Make referrals to other community organizations as needed for necessary mental health services as appropriate.

- (10) Maintain an adequate level of accredited staff that are competent in their awareness of parent education.
- (11) Increase public awareness of the Triple P[®] goals to help parents become positive change agents for their children and enhance the community's capacity to support at-risk children and their families.
 - a. Provide information on Triple P[®] as an evidence-based multi-level parenting and family support strategy that aims to prevent severe behavioral, emotional, and developmental problems in children by enhancing the knowledge, skills, and confidence of parents through but not limited to.
 - i. Triple P[®] level 2 community events, print, social media and advertising
- (12) Consultant shall verify any person receiving Triple P[®] services under this agreement maintains a Shasta County residence address prior to delivering Triple P[®] services.
- (13) Participation in stakeholder meetings as requested by County.

B. Reporting

- (1) Consultant will conduct surveys that correspond to the level of Triple P[®] services that they are providing and that the County has deemed, in its sole discretion, required for the countywide Triple P[®] scoring application, per Attachment A.
- (2) Consultant shall participate in the electronic countywide evaluation of Triple P[®] as prescribed by County, including entering data in the County's Scoring Application. Consultant shall obtain written consent from Participants on a form approved by County prior to entering any Participant data in the County's Scoring Application. County shall verify services in County's Scoring Application prior to compensation to Consultant.
- (3) For surveys that are identified as pre/post surveys, Consultant will administer the post survey in the second to last Triple P[®] session.
- (4) Consultant shall complete a Triple P[®] Quarterly Implementation Report, Attachment B that outlines how the Consultant will continue to provide trained and certified staff to deliver Triple P[®] Level 2, Level 3, Level 4, and Level 5 and submit to the County's Agency Staff Services Analyst at, 1313 Yuba Street, Redding, CA 96001. The Triple P[®] Quarterly Implementation Report shall be provided to Consultant by the County and completed reports are due to County each October 10th, January 10th, April 10th, and July 10th.

- C. Consultant shall maintain documentation of each Triple P[®] service delivered to each Participant, including service delivered (including Triple P[®] Level), Participant response to service delivered, plans for next steps and minutes of service. Documentation shall be maintained at Consultant's site pursuant to Section 15 of this agreement.
- D. 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, websites, interviews with the press, flyers, or publications the following statement: "This activity (or program) has been funded by the County of Shasta through the California Mental Health Services Act."

Section 3. RESPONSIBILITIES OF COUNTY.

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

- A. Compensate Consultant as prescribed in sections 4 and 5 of this agreement and shall monitor the services provided by the Consultant.
- B. Provide Consultant with Triple P[®] Resource Materials for use pursuant to Section 2.A(4) of this agreement.

Section 4. COMPENSATION.

- A. In full consideration of Consultant's performance of the services prescribed in Section 2 of this agreement, and in accordance the Budget, attached hereto and incorporated herein as Attachment D (Budget), County shall compensate Consultant for a maximum of \$91,844 for fiscal year 17/18 and \$91,844 for fiscal year 18/19, for a total compensation not to exceed \$183,688 during the term of the agreement 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..
- B. Consultant shall apply any revenue received by Consultant from any Participant or any other third party payer source as an offset to the amount owed to Consultant by County for Triple P[®] services provided under this agreement.
- C. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement

Section 5. BILLING AND PAYMENT.

- A. Consultant shall submit to Shasta County HHSA, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, by the 10th day of each month for services rendered the preceding month in accordance with the Budget, a billhead or invoice regularly used in the conduct of business of the Consultant. Each Statement shall include the Monthly Claim Form herein attached and incorporated as Attachment

C, and any revenue offset. County shall make payment within 30 days of receipt of Consultant's correct and approved statement.

- B. County shall not be obligated to pay Consultant for services covered by any statement, if Consultant presents the statement to County more than 90 days after the date services were rendered by Consultant. This Section shall survive the termination, expiration or cancellation of this agreement for the period of time necessary to remit payment to Consultant.
- 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 6. TERM OF AGREEMENT.

The term of this agreement shall begin as of the last date it has been signed by both Parties and end June 30, 2019.

Section 7. TERMINATION OF AGREEMENT.

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the County Executive Officer, or the HHSA Director or any HHSA Branch Director designated by the HHSA Director.
- E. 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.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 8. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; ATTACHMENTS / 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, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and HHSA Director, or any HHSA Branch Director, designated by the HHSA Director provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's attachments, exhibits or appendices, the provisions of this agreement shall govern.

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 10. EMPLOYMENT STATUS OF CONSULTANT.

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to 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 11. INDEMNIFICATION.

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

Section 12. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers,*

employees, agents, and volunteers which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Consultant shall 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 *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
 - (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

“Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought.”
- (5) Consultant shall provide County with an endorsement or amendment to Consultant’s policy of insurance as evidence of insurance protection before the effective date of this agreement.
 - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
 - (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
 - (8) Any of Consultant’s Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

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

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

- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, and 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 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.
- C. 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. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- 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. Consultant and Consultant's officers, employees and agents shall comply with the Deficit Reduction Act of 2005 §6032.
- 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 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.

- A. 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.
- B. Consultant shall immediately advise County of any investigation or adverse action taken against it, or against its officers, employees, and agents providing services pursuant to this agreement, by state or federal agencies and/or professional licensing organizations.

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 section 7.C. of this agreement (oral notice of termination due to insufficient funding), 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: Director of Children's Services
 HHSA Children's Services
 Attn: Contracts Unit
 1313 Yuba Street
 Redding, CA 96001
 Tel: (530) 225-5757
 Fax: (530) 225-5190

If to Consultant: Superintendent
 Judy Flores
 1644 Magnolia Street
 Redding, Ca 96002
 Phone: (530) 225-5200
 Fax: (530) 225-0329

- 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.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

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. COUNTY'S RIGHT OF SETOFF.

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

Section 26. 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 27. CONFIDENTIALITY OF CLIENT INFORMATION.

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultant's 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; 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.

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 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

By: Alan Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson
Risk Management Analyst

CONSULTANT

Date: 10-26-17

By: Judy Flores, Superintendent
Shasta County Office of Education

Tax I.D.#: On File

Triple P® Required Evaluations

Shasta County Online Triple P® Scoring Application Required Data Fields

Focus Child

- What Organization/Agency is providing services for this child?
- Last four digits of child's SSN.
- Level providing.
- Date intervention commenced.
- Date intervention ended.
- Caregiver's zip code.
- Child's gender.
- Child's age today.
- Child's date of birth.

Family Members/Caregivers

- Add family members.
- Is intervention complete?
- Relationship to child.
- Caregiver's marital status.
- Which best describes the household in which the child is presently living?
- Caregiver's primary language.
- Caregiver's race/ethnicity.
- What culture does Caregiver identify with?
- How did Caregiver hear about Triple P or who referred Caregiver?

Shasta County Online Triple P® Scoring Application Required Surveys

Level 3 Primary, Level 3 Primary Teen:

- Client Satisfaction Survey (Post Only)
- Strength and Difficulties Questionnaire (Pre/Post)

Level 4 Standard, Level 4 Group

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

Level 4 Standard Teen, Level 4 Group Teen

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

Level 4 Stepping Stones

- Client Satisfaction Survey (Post Only)
- Parenting Scale – Adolescent (Pre/Post)
- Strength and Difficulties Questionnaire (Pre/Post)
- Depression, Anxiety, Stress Scale – 42 Question Survey (Pre/Post)

Level 5 Enhanced, Level 5 Pathways, Level 5 Family Transitions

- Client Satisfaction Survey (Post Only)
- Parenting Scale (Pre/Post)
- Strength and Difficulties Questionnaire (Pre/Post)
- Depression, Anxiety, Stress Scale – 42 Question Survey (Pre/Post) (21 Questions Survey for Family Transitions (Pre/Post))

Triple P® Quarterly Implementation Report

Name of Organization:

Report Period:

1. List the staff names, his/her Triple P® accredited levels, and whether or not they were active this quarter:

2. For Triple P® Level 4 Groups this reporting quarter please provide:

Start Date	Standard	Teen	End Date	# of Participants	# of Participants that Completed	# of Sessions
1.	<input type="checkbox"/>	<input type="checkbox"/>				
2.	<input type="checkbox"/>	<input type="checkbox"/>				
3.	<input type="checkbox"/>	<input type="checkbox"/>				
4.	<input type="checkbox"/>	<input type="checkbox"/>				

3. Briefly report on your marketing and outreach activities for this quarter:

4. Briefly describe some of the success and barriers your Organization has experienced in implementing Triple P® this quarter?

- Success:

- Barriers:

5. Do you have a waitlist? ☐ No ☐ Yes

- If yes, how many caregivers are waiting for each level?

____ Level 3 ____ Level 3 Teen ____ Level 4 ____ Level 4 Group ____ Level 4 Stepping Stones
 ____ Level 5 Enhanced ____ Level 5 Pathways ____ Level 5 Family Transitions

6. For individual Triple P® services this quarter please provide the following:

# of Participants who Completed		# of Participants who Discontinued	
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Submit completed reports to: Agency Staff Services Analyst, 1313 Yuba Street, Redding, CA 96001

ATTACHMENT C

Month / Year _____

Date of Service	Client Triple P® Number	Last 4 digits of Client SSN	Client Name	Level Provided	Referred By	Client/Group Time
						TOTAL

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

**SHASTA COUNTY HHSA CHILDREN'S SERVICES
REQUEST FOR PROPOSAL - TRIPLE P - MAY 1, 2017**

AT MINIMUM YOUR BUDGET SHALL INCLUDE THE FOLLOWING:

- 1) SEPARATED INTO DIRECT AND INDIRECT COSTS.
- 2) COSTS SPECIFICALLY IDENTIFIED AS LINE ITEMS WITHIN THE BUDGET.
- 3) ADMINISTRATIVE COSTS MAY NOT EXCEED 10% OF THE TOTAL BUDGET.
- 4) OUTREACH COSTS MAY NOT EXCEED 10% OF THE TOTAL BUDGET.
- 5) BUDGET SHALL BE ACCOMPANIED BY A NARRATIVE EXPLAINING EACH ITEM IN THE BUDGET.
- 6) THE BUDGET SHOULD ONLY REPRESENT COSTS TO PROVIDE THE CONTRACTED SERVICES.
- 7) THE BUDGET FORMAT BELOW MUST BE UTILIZED

Multi-Year Service Budgets

Budget Category	Budget Period 17/18	Budget Period 17/18	Total Budgeted Costs
Personnel/Position			
Project Coordinator - 0.40 FTE	26,692.00	26,692.00	53,384.00
Behavior Management Specialist - 1.00 FTE	57,344.00	57,344.00	114,688.00
			0.00
			0.00
			0.00
			0.00
			0.00
Total Salary and Benefits	84,036.00	84,036.00	168,072.00
Operating Expenses			
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
Internet/Phone	225.00	225.00	450.00
			0.00
			0.00
Total Operating Expenses	225.00	225.00	450.00
Other Expenses			
			0.00
			0.00
			0.00
			0.00
Total Other Expenses	0.00	0.00	0.00
Total Expenses	84,261.00	84,261.00	168,522.00
Administrative Cost	7,583.00	7,583.00	15,166.00
<i>(Not to exceed 10% of total budget)</i>			
Totals	\$91,844.00	\$91,844.00	183,688.00