

## **PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND LILLIPUT CHILDREN'S SERVICES**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency, Children's Services Branch ("County") and Lilliput Children's Services, a California corporation, ("Consultant") for the coordination and provision of Resource Family Training Conferences; Resource Family Retention, Training, and Recruitment Events; and Professional Cross Training Conferences (collectively, the "Parties" and individually a "Party").

### **Section 1. RESPONSIBILITIES OF CONSULTANT.**

A. Pursuant to the terms and conditions of this agreement and in accordance with the provisions of **Exhibit A**, attached and incorporated herein, Consultant shall at the direction of County, coordinate and provide annually a Resource Family Perinatal Substance Abuse/Human Immunodeficiency Virus (PSA/HIV) Infant Program Training Conference ("Resource Family Conference"); a Resource Family Retention, Training and Recruitment Event ("Training and Recruitment Event"); and a Professional Cross Training Conference that meet the following requirements:

#### **(1) Resource Family Conference.**

(a) At the direction of County plan, coordinate, and present annually a Friday evening and Saturday Resource Family Conference in Shasta County for Resource Family skill-building and retention for County's PSA/HIV Infant Program. The Resource Family Conference shall be for a minimum of two-hours on a Friday evening, and for a minimum of six-hours on a consecutive Saturday. Parties may opt to do an eight-hour Resource Family Conference as a single Saturday training event. Planning, coordination, and presentation of the Resource Family Conference shall include, but is not limited to:

1. Scheduling/securing facility use, and paying a deposit fee, if required by the facility. If the deposit fee is refundable it shall be used by the Consultant towards the Resource Family Conference expenses;
2. Scheduling catering services and paying a deposit fee, if required by the caterer. If the deposit fee is refundable it shall be used by the Consultant towards the Resource Family Conference expenses; and
3. At the direction of County, schedule professional speaker(s) and trainer(s), childcare, and meals as approved in advance by County. Consultant shall provide childcare stipends and incentive items ("Retention Incentives") to promote Resource Family retention, as well as educational items ("Educational Items") directly related to parenting, foster care, and/or children's health. Retention Incentives and Educational Items may include such items as, but are not limited to, passes to Turtle Bay Exploration Park, Redding Aquatic Center, etc. Retention Incentives and Educational Items shall be used only for the direct use and benefit of current Shasta County Resource Families, Resource Families in the process of approval, and current Shasta County

foster youth. Prior to purchasing Retention Incentives or Educational Items, Consultant shall obtain written approval from County.

- (b) Assist and work with County staff during the organization, advertising, and presentation of the Resource Family Conference by preparing flyers, conference packets, and registration materials for the Conference.
- (c) Submit all anticipated costs for planning, coordinating, and presenting the Resource Family Conference to the County for written approval prior to incurring the costs. County will not pay Consultant for costs which Consultant incurred without prior written approval from County.
- (d) Receive final written approval of the format and curriculum for the Resource Family Conference from County prior to presenting the Resource Family Conference.
- (e) Complete and present the Resource Family Conference before June 1<sup>st</sup> of each fiscal year. The Resource Family Conference shall be presented to approximately 100 but no fewer than 40 Resource Family caregivers. Children's Services staff may assist in the planning and presenting of the Resource Family Conference. If there are fewer than 40 Resource Family caregivers signed up to attend the Resource Family Conference the Consultant shall contact County for final decision.
- (f) Distribute a Resource Family Evaluation ("Evaluation"), in a format approved in advance by County, to attendees at the Resource Family Conference. A minimum of 75 percent of all attendees shall submit a completed Evaluation. Consultant shall provide copies of all Evaluations received from the attendees to County within five days after the conclusion of the Resource Family Conference.

**(2) Training and Retention Event.**

- (a) At the direction of County, coordinate and present annually a Training and Retention Event in Shasta County for Resource Families to include skill-building and/or retention activities, and team building with County staff. The Training and Retention Event shall be for a minimum of two hours during the daytime, on a weekday during business hours. Coordination and presentation of the Training and Retention Event shall include, but is not limited to:
  - 1. Scheduling catering services and paying a deposit fee, if required by the caterer, if the deposit is refundable the funds shall be used toward other Training and Retention Event items; and
  - 2. Providing Retention Incentives to promote Resource Family retention and educational items directly related to parenting, foster care, and/or children's health.
- (b) Submit all anticipated costs for planning, coordinating, and presenting the Training and Retention Event to County for written approval prior to incurring the costs. County will not pay Consultant for costs which Consultant incurred without prior written approval from County.

- (c) Receive final written approval of the format of the Training and Retention Event from County prior to presenting the Training and Retention Event.
- (d) Complete and present the Training and Retention Event before June 1<sup>st</sup> of each fiscal year. The Training and Retention Event shall be presented to approximately 140 but no fewer than 75 Resource Family caregivers; and 50 but no fewer than 25 County staff. Children's Services staff selected to attend will be determined by County. If there are fewer than 75 Resource Families signed up to attend the Training and Retention event the Consultant shall contact County for final decision. County staff may assist in the planning and presenting of the Training and Retention Event.
- (e) A minimum of 75 percent of all attendees shall complete a Satisfaction Survey, in a format approved in advance by the Program Manager, to attendees at the Training and Recruitment Event. Consultant shall provide copies of all Satisfaction Surveys received from the attendees to County within five days after the conclusion of the Training and Recruitment Event.

**(3) Professional Cross Training Conference.**

- (a) At the direction of County coordinate, and present annually one Professional Cross Training Conference ("Professional Conference") in Shasta County during the workweek, Monday through Friday, for County staff and professional providers who assist Resource Families participating in the PSA/HIV Infant Program and/or Resource Families participating in the Specialized Training for Adoptive Parents ("STAP") Program. The Professional Conference to be presented shall be for a minimum of seven hours on one day, or seven hours split over the course of two consecutive days. Provision of the Professional Conference shall include, but not be limited to:
  - 1. Scheduling/securing facility use and paying a deposit fee, if required by the facility. If the deposit is refundable the funds shall be used toward the Professional Cross Training expenses;
  - 2. Scheduling catering services and paying a deposit fee, if required by the caterer. If the deposit is refundable, the funds shall be used toward the Professional Cross Training Conference expenses; and
  - 3. Scheduling/securing a professional trainer(s) and speaker(s); financing the fee for the speaker(s); travel (not to exceed the Internal Revenue Service allowed per mile reimbursement rate for actual documented miles traveled to and from the Speaker(s) primary business location), lodging (not to exceed \$250 per night, not to include in room movies, alcohol, or laundry services), and up to \$100 for meals that are not provided at the Professional Cross Training event (alcohol expenses are not reimbursable expenses) for the trainer(s)/speaker(s); training materials; and advertising materials to promote Professional Conference.

- (b) Assist and work with County staff during the organization, advertising, and presentation of the Professional Conference by preparing flyers, conference packets, and registration materials for the Professional Conference.
  - (c) Submit all anticipated costs for planning, coordinating, and presenting the Professional Conference to County for written approval prior to incurring the costs. County will not pay Consultant for costs which Consultant incurred without prior written approval from County.
  - (d) Receive final written approval of the format and curriculum for the Professional Conference from County prior to presenting the Professional Conference.
  - (e) Complete and present the Professional Conference before June 1<sup>st</sup> of each fiscal year. The Professional Conference shall be presented to at least 200 but no fewer than 100 professional providers; and 30 but no fewer than 15 County staff. Children's Services staff selected to attend will be determined by County. If there are fewer than 100 professional providers signed up to attend the Conference the Consultant shall contact County for final decision. County staff may assist in the planning and presenting of the Professional Conference.
  - (f) Distribute a Professional Conference Evaluation ("Conference Evaluation"), in a format approved in advance by the Program Manager, to attendees at the Professional Conference. A minimum of 75 percent of all attendees shall submit a completed Conference Evaluation. Consultant shall provide copies of all Conference Evaluations received from the attendees to County within five days after the conclusion of the Professional Conference.
- B. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."
- C. 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 Services 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) Resolution of a grievance or conclusion of the grievance process, including the results.
- D. 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.
- E. Acknowledge the funding source of all activities undertaken pursuant to this agreement by including in any educational and training materials, audio visual aids, interviews with press, flyers, or publications the following statement: "This activity (or program) has been funded (or sponsored) by the County of Shasta through the California Department of Social Service."

## **Section 2.     RESPONSIBILITIES OF COUNTY.**

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

- A. Compensate Consultant as prescribed in Sections 3 and 4 of this agreement and monitor the outcomes achieved by Consultant.
- B. Monitor Consultant's performance to assure compliance with the terms, conditions and specifications of the agreement.

## **Section 3.     COMPENSATION.**

- A. Consultant shall be compensated for the actual costs incurred for planning, coordination, and presenting the two Conferences and one Training and Retention Event (Event) per contract year as approved in advance in accordance with Sections 1.A.(1)(c), 1.A.(2)(b), and 1.A.(3)(c) of this agreement, and pursuant to **Exhibit A**. Consultant may increase and/or decrease the expenditure in a line item in **Exhibit A** by an amount not to exceed 10 percent if deemed necessary to fulfill the service responsibilities of this agreement, provided that the maximum amount payable under this agreement shall not be exceeded. Any increase and/or decrease of an expenditure in a line item exceeding 10 percent, must be approved, prior to incurring the expense, by the HHSA Director or HHSA Branch Director provided that the maximum amount payable under this agreement shall not be exceeded. Consultant shall also be compensated for administrative costs, up to \$6,300 annually, in accordance with Section 4 and **Exhibit A** of this agreement. In no case whatsoever shall the maximum amount of compensation payable to Consultant under this agreement exceed \$189,000, or \$63,000 per fiscal year.
- B. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

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

- A. Consultant shall submit to Health and Human Services Agency (HHSA) Children's Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 within 15 days of the presentation of a Conference or Event, a billhead or invoice regularly used in the conduct of business of the Consultant along with any supporting documentation and/or receipts for the actual costs of presenting the Conference or

Event. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice. In no event whatsoever, and notwithstanding the foregoing, shall Consultant submit any invoice or invoices nor receive compensation claimed on any invoice or invoices submitted after July 15th of each fiscal year related to presentation of a Conference or Event. For the purpose of effectuating compensation, this provision shall survive the termination, expiration, or cancellation of this agreement.

- B. Administrative costs for wages and benefits attributable to Consultant's staff shall be directly charged by itemizing name, title of staff, rate of pay per time period, and number of hours. Any other administrative costs directly attributable to planning and coordination, and presenting the Conferences and the Event shall be submitted and approved in accordance with Sections 1.A.(1)(c), 1.A.(2)(b), and 1.A.(3)(c) of this agreement.
- C. 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, insurance refunds and adjustments or 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, or a cash refund, as appropriate.
- D. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

#### **Section 5. TERM OF AGREEMENT.**

This agreement shall commence as of the last date it has been signed by both Parties and shall end June 30, 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 year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

#### **Section 6. TERMINATION OF AGREEMENT.**

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the

County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.

- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County may terminate this agreement immediately upon oral notice should either Party be unable to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of said Party, including, but not limited to: fire, explosion, power outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond Party's control.
- E. County's right to terminate this agreement may be exercised by County's HHSA Director or any HHSA Branch Director designated by the HHSA Director.
- F. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- G. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.**

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

**Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

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

**Section 9. EMPLOYMENT STATUS OF CONSULTANT.**

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

**Section 10. INDEMNIFICATION.**

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



intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

## **Section 11. INSURANCE COVERAGE.**

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other 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 require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- D. With regard to all insurance coverage required by this agreement:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
  - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names

*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 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.**

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall

be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. Consultant recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24 of the California Code of Regulations).
- C. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

**Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall comply with mandatory standards and policies as required by Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R., Part 60).
- C. Consultant shall comply with section 306 of the Clean Air Act (42 U.S.C. §1857(h), section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and the regulations of the Environmental Protection Agency (40 C.F.R., Part 15).
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

**Section 14. ASSURANCE OF COMPLIANCE WITH COUNTY NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS.**

- A. Consultant hereby agrees to comply with Titles VI and VII of the federal Civil Rights Act of 1964, as amended; Section 504 of the federal Rehabilitation Act of 1973, as amended; the federal Age Discrimination Act of 1975, as amended; the federal Food Stamp Act of 1977 as amended, and in particular section 272.6 thereof; Title II of the federal Americans with Disabilities Act of 1990, as amended; the Unruh Civil Rights Act, California Civil Code, section 51, as amended; California Government Code, sections 11135 - 11139.5, as amended; California Government Code, section 12940, as amended; Chapter 7, of Division 5, or Title 1 of the California Government Code, commencing with section 4450, as amended; Title 22, California Code of Regulations, sections 98000 – 98413; Title 24, California Code of Regulations, section 3105; the Dymally-Alatorre Bilingual Services Act (California Government Code, sections 7290 – 7299.8), as amended; section 1808 of the Interethnic Adoption Provisions of the

Small Business Job Protection Act of 1996, as amended; and all other applicable federal and state laws, as well as their implementing regulations (including title 45 of the Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR, Part 15; and 28 CFR, Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, sexual orientation, marital status, religion, religious creed or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under, any program or activity receiving federal or state financial assistance; and hereby gives assurance to immediately take any measures necessary to effectuate this Assurance of Compliance.

- B. This Assurance of Compliance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and Consultant hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of Chapter 21-100 of the California Department of Social Services (CDSS) Manual of Policies and Procedures will be prohibited.
- C. By giving this Assurance of Compliance, Consultant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this Assurance of Compliance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with California Welfare and Institutions Code section 10605, or California Government Code sections 11135 – 11139.5, as amended, or any other laws or regulations, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this Assurance of Compliance.
- D. This Assurance of Compliance is binding on Consultant as long as Consultant is receiving federal or state funding pursuant to the agreement in which this Assurance of Compliance is included.

#### **Section 15. ACCESS TO RECORDS; RECORDS RETENTION.**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon

request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

**Section 16. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

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

**Section 17. LICENSES AND PERMITS.**

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

**Section 18. PERFORMANCE STANDARDS.**

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

**Section 19. CONFLICTS OF INTEREST.**

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

**Section 20. NOTICES.**

- A. Except as provided in Sections 6.C. and 6.D. of this agreement (oral notice of termination), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or

at such other address as the Party shall specify in writing Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

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

If to Consultant:       Chief Executive Officer  
                              Lilliput Children's Services  
                              8391 Auburn Boulevard  
                              Citrus Heights, CA 95610  
                              Phone: 916-923-5444  
                              Fax: 916-923-2365

- 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 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 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 28. 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 29. USE OF COUNTY PROPERTY.**

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

***[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 B. Cox 12/19/17  
Alan B. Cox  
Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By: James Johnson 12/19/17  
James Johnson  
Risk Management Analyst

**CONSULTANT**

Date: 12/27/17

Kierstan DeLong  
Kierstan DeLong, Board Chair  
Lilliput Children's Services

Tax I.D.#: On file

**Resource Family Conference, Training and Retention Event,  
and Professional Conference Budgets**

| <b>Resource Family Conference, and Training and Retention Event</b>  |                  |                         |
|--|------------------|-------------------------|
|  | <b>Annual</b>    | <b>3 Year<br/>Total</b> |
| <ul style="list-style-type: none"> <li>Resource Family Conference: Facility for Friday and Saturday; Friday evening training and recognition event, including Dinner; Saturday training sessions, including Lunch; and</li> <li>Training and Retention Event, including Lunch</li> </ul>       | \$ 20,000        | \$60,000                |
| <ul style="list-style-type: none"> <li>Child Care Stipends for Resource Family Conference</li> </ul>   | \$ 5,700         | \$17,100                |
| <ul style="list-style-type: none"> <li>Trainer and training materials for Resource Family Conference and Training and Retention Event;</li> <li>Retention Incentives/Educational Items (pursuant and in accordance with the terms and conditions in Section 1.A. of this agreement)</li> </ul> | \$ 20,000        | \$60,000                |
| <ul style="list-style-type: none"> <li>Consultant administrative costs for both events</li> </ul>  | \$3,150          | \$9,450                 |
| <b>Subtotal</b>  | <b>\$ 48,850</b> | <b>\$146,550</b>        |
| <b>Professional Conference</b>   |                  |                         |
|  | <b>Annual</b>    | <b>Total</b>            |
| <ul style="list-style-type: none"> <li>Facility</li> </ul>   | \$1,000          | \$3,000                 |
| <ul style="list-style-type: none"> <li>Speaker(s) fee plus travel, lodging, and meals for Speaker(s); training materials</li> </ul>  | \$ 9,500         | \$26,500                |
| <ul style="list-style-type: none"> <li>Advertising</li> </ul>  | \$ 500           | \$1,500                 |
| <ul style="list-style-type: none"> <li>Consultant administrative costs</li> </ul>  | \$3,150          | \$9,450                 |
| <b>Subtotal</b>  | <b>\$ 14,150</b> | <b>\$42,450</b>         |
| <b>TOTAL</b>   | <b>\$ 63,000</b> | <b>\$189,000</b>        |