

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA
AND
FAR NORTHER REGIONAL CENTER**

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 ("County"), and Far Northern Regional Center, a private, non-profit agency ("FNRC"), (collectively, the "Parties" and individually a "Party"), for the purpose of funding of a Job Developer Position within the Regional Services Branch for the Opportunity Center.

Section 1. RESPONSIBILITIES OF FNRC.

A. Pursuant to the terms and conditions of this agreement, FNRC shall:

- (1) Compensate County as prescribed in sections 3 and 4 of this agreement.
- (2) Monitor County's performance to assure compliance with the terms, conditions, and specifications of this agreement.
- (3) Refer a maximum of six FNRC clients to be served at one time by County Job Developer.

Section 2. RESPONSIBILITIES OF COUNTY.

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

- (1) Provide Job Developer services to work in accordance with the duties outlined in **FNRC – Job Developer Scope of Work, ATTACHMENT A**, attached and incorporated herein.

Section 3. COMPENSATION.

A. FNRC shall pay County \$65,226.60 for the services described in this agreement. Under no circumstances will the total compensation payable under this agreement exceed \$65,226.60.

Section 4. BILLING AND PAYMENT.

- A. Payment for this agreement shall be made by FNRC by check and made payable to County within 10 days of the close of billing, which is the fifth day of the month following the month of service (or the next working day if the fifth is a weekend or holiday).
- B. Payment for this agreement shall be paid at \$5,435.55 per month.
- C. County shall submit a monthly invoice to FNRC for Job Developer's services in the preceding month.

Section 5. TERM OF AGREEMENT.

A. This agreement shall commence as of the last date it has been signed by all Parties and shall end September 30, 2019.

Section 6. TERMINATION OF AGREEMENT.

- A. If either Party materially fails to perform its responsibilities under this agreement to the satisfaction of the other Party, or if either Party fails to fulfill in a timely and professional manner its responsibilities under this agreement, or if either Party violates any of the terms or provisions of this agreement, then the other Party shall have the right to terminate this agreement for cause effective immediately upon that Party giving written notice thereof to the other Party.
- B. County may terminate this agreement without cause on 30 days written notice to FNRC.
- C. Either Party may terminate this agreement immediately upon oral notice should either Party be unable to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of said Party, including, but not limited to: fire, explosion, power outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond Party's control.
- D. County's right to terminate this agreement may be exercised by County's Health and Human Services Agency ("HHSA") Director or any HHSA Branch Director designated by the HHSA Director.
- E. If this agreement is terminated, County shall be paid for services 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. The Parties shall be entitled to no other benefits other than those specified herein. The Parties specifically acknowledges that in entering into and executing this agreement, The Parties 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 FNRC and the HHSA Director or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 8. EMPLOYMENT STATUS OF COUNTY.

The County 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 Customer to exercise discretion or control over the professional manner in which the County performs the work or services that are the subject matter of this agreement; provided, however that the work or services to be provided shall be provided in a manner consistent with the professional standards applicable to such work or services.

Section 9. INDEMNIFICATION.

Each Party shall indemnify and hold harmless the other Party, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, audit exceptions (including, but not limited to, reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' loss or injury, including death, or property loss or damage (including property of County) being damaged by the negligent acts, willful acts, or errors or omissions of indemnifying Party or any of indemnifying Party's subcontractors, any person employed under indemnifying Party, or under any subcontractor, or in any capacity during the progress of the work or the provision of services undertaken pursuant to this agreement, but only in proportion to and to the extent such liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officials, officers, employees, agents, subcontractors, or volunteers, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of the other Party. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 10. INSURANCE COVERAGE.

- A. FNRC understands, acknowledges, agrees, and County warrants it is self-insured with respect to its automobile and general liability exposures and shall remain self-insured throughout the term of this agreement. At the written request of FNRC, County shall provide to FNRC a certificate of self-insurance.
- B. County shall, at all times, maintain workers' compensation insurance covering all persons providing services under this agreement.
- C. The limits of County's insurance coverage shall not be construed as limiting in any manner any obligation assumed by County in its performance of this agreement.

Section 11. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed or if any lawsuit is instituted concerning either Party's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the other Party, prompt and timely notice shall be given to the other Party. 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,
- 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 12. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Both Parties 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. Both Parties 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. FNRC represent that they are in compliance with and agree that they 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. In addition to any other provisions of this agreement, FNRC shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of their noncompliance with the provisions of this section.

Section 13. CONFIDENTIALITY OF CLIENT INFORMATION.

During the term of this agreement, either Party may have access to Consumer (As defined in Welfare and Institutions Code section 4512(d)). Information and records are confidential pursuant to Welfare and Institutions Code section 4514. Both Parties agrees to provide adequate precautions to protect the confidentiality of such Consumer information in accordance with Welfare and Institutions Code section 4512, and all other applicable state and federal statutes and regulations regarding confidentiality of persons with developmental disabilities. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 13. LICENSES AND PERMITS.

Both Parties 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 14. PERFORMANCE STANDARDS.

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

Section 15. NOTICES.

- A. Except as provided in section 6.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: Branch Director
 HHSA Regional Services Branch
 Attn: Contracts Unit
 1506 Market Street
 Redding, CA 96001-1023
 Phone: 530-229-8319
 Fax: 530-225-5245

If to FNRC: Executive Director
 Far Northern Regional Center
 P.O. Box 492418
 Redding, CA 96049-2418
 Phone: (530) 222-4791

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 16.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 16. 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 17. SERVABILITY.

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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, County and FNRC 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: _____

LES BAUGH, 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 3/26/13
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 03/26/13
James Johnson
Risk Management Analyst

FNRC

Date: 3/30/18

Laura Larsen
Laura Larsen
Executive Director

Tax I.D.#: _____ on file

FNRC – Job Developer -Scope of Work

Employment Services: These services will be provided by the OC as a part of the contract and upon receipt of authorization by FNRC for each individual client participant.

1. **Employment Preparation:** Group meetings between authorized clients and Job Developer, on a regular basis. These meetings will occur weekly for 1-3 hour sessions and will provide social skills and job seeking skills related to preparing to enter a community work setting. The areas to be addressed will be:
 - a. Individualized job specific resumes.
 - b. Individualized master and job specific applications with cover letters.
 - c. Conducting and providing feedback on job specific mock interviews.
 - d. Provide local labor market information.
 - e. Advise on appropriate and expected work behaviors/etiquette.
 - f. Research and provide feedback on local labor market needs to each specific client's vocational plan.
 - g. Advise, assist, and action plan for individualized barriers to community employment.
2. **Job Development and Placement:** Creating and maintaining partnerships between community employers, program and clients that will create employment opportunities and match clients to available opportunities.
 - a. Assist clients in conducting appropriate job searches.
 - b. Assist in utilizing electronic devices to job search, apply for and research community employment services.
 - c. Network with other vocational programs to enhance employment development opportunities.
 - d. Identify potential employers for client placements.
 - e. Contacting potential employers and promote clients and program benefits.
 - f. Referring clients to potential employers.
 - g. Assist in completion of applications.
 - h. Assist in preparing for potential interviews.
 - i. Assist in transporting to local employers related to employment opportunities.
 - j. Provide client and employer follow up on contacts made and solicit feedback to improve services.
 - k. Upon a job offer being made: provide support and barrier remediation for acceptance needs such as: clothing, transportation, pre-task coaching, assistive devices or other needs.

3. **Employment Retention:** Maintaining contact and providing assistance to consumers and employers to facilitate retention of employment placements during the first 30 days of employment.
- a. Provide services for up to 10 clients per month. Additional retention needs for clients over the 10 per month level would be addressed by individual authorizations for Individual placement services to appropriate service providers. Individual Placement job coaching needs beyond 30 days would be addressed by individual authorizations for Individual placement services to appropriate service providers.
 - b. A minimum of two in person contacts and two phone contacts with clients and employers during the first 30 days of employment. Will increase as needed based upon individual employer and client needs
 - c. Communicate with FNRC point of contact to discuss and coordinate additional service needs upon identification.
 - d. Assist in providing client all necessary minimal supports (positive reinforcement, job coaching, and redirection towards goals) at least twice a month per client. If the need is for more than three times a month, this is to be discussed with FNRC point of contact as more direct job coaching may be needed & FNRC may approve additional job coaching through other providers or agreements.
 - e. Provide FNRC with a monthly progress report of contacts made, current areas of need, successes and any concerns on individual clients whose placement retention is in jeopardy.