

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, Children's Services Branch, a political subdivision of the State of California ("County") and Shasta County Office of Education ("Consultant") for the purpose of the administration of the Child Care Bridge program (collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

- A. Administer the Child Care Bridge program for eligible foster children in accordance with State of California, Department of Social Services All County Letter 17-109.
- B. Maintain a sufficient network of qualified child care providers.
- C. Make child care provider payments in accordance with the Regional Market Rate and the California Code of Regulations, Title 5, Division 1, Chapter 19, Subchapter 2.5 Sections 18074 to 18076.3.
- D. Provide child care services for County-referred eligible families and foster children ages birth through 12, children with exceptional needs, and severely disabled children up to the age of 21 for up to 6 months.
- E. Request re-authorization from County to extend child care services for each referred foster child up to an additional 6 months, in no case shall child care services exceed more than 12 months' total.
- F. Provide a child care navigator to assist County-referred eligible families and children with services including but not limited to:
 - (1) Securing a child care provider;
 - (2) Identifying potential opportunities for an ongoing child care subsidy if eligible;
 - (3) Securing a subsidized child care placement if available;
 - (4) Completing appropriate child care program applications and enrollment into a child care program;
 - (5) Accessing information and resources about school readiness and child care to empower families and improve their ability to access resources and make informed decisions about the child care needs of the child; and
 - (6) Developing an overall, long-term child care plan for the child, including plans, where possible, to minimize child care transitions or disruptions for the child.
- G. Ensure child care navigator contacts County-referred families within 10 business days to initiate services.

- H. Provide trauma-informed care training a minimum of once a quarter to a minimum of 80% of the network child care providers that includes but is not limited to:
 - (1) Infant and toddler development; and
 - (2) Research-based trauma-informed care practices.
- I. Provide child care providers access to trauma informed coaching to assist them in applying training curriculum and learned strategies when working with children in foster care.
- J. Submit completed **MONTHLY PROGRAM REPORTS**, attached and incorporated herein as **EXHIBIT A** electronically to CSContracts@co.shasta.ca.us on July 10th, October 10th, January 10th, and April 10th for each preceding quarter.
- J. Attend quarterly program review meetings as set by County.
- K. Develop a client satisfaction survey within 30 days of contract completion and submit to County for pre-approval prior to implementation.
- L. Provide County pre-approved client satisfaction written survey to Client prior to completion of services and submit completed surveys to County on a quarterly basis.
- M. Consultant shall promulgate and implement written procedures (Grievance Procedures) whereby recipients of services shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services pursuant to this agreement. Consultant shall provide a copy of Consultant's Grievance Procedures to County for review and approval prior to providing services pursuant to this agreement. Consultant shall report all client grievances, and the nature thereof, in writing to the County's Health and Human Services Agency (HHSA), Children's Services Branch Director (Branch Director) within 10 business days of learning of the grievance. Upon resolution of a grievance or conclusion of the grievance process, Consultant shall, within 10 business days of the resolution or conclusion of the grievance process, report in writing to the Branch Director how the grievance was resolved or concluded.
- N. 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.
- O. 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."
- P. 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.

Section 2. RESPONSIBILITIES OF COUNTY.

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

- A. Determine eligibility of families and children for child care services.
- B. Refer eligible families and children to Consultant for services.
- C. Re-authorize child care services as deemed appropriate by County.
- D. Compensate Consultant as prescribed in section 3 and 4 of this agreement.
- E. Collect, analyze, and submit program data to the State of California, Department of Social Services.
- F. Coordinate and schedule quarterly program review meetings.
- G. Monitor Consultant's performance to assure compliance with the terms, conditions, specifications, and outcomes as delineated in the agreement.

Section 3. COMPENSATION.

- A. The maximum obligation of County under this agreement shall be \$314,376 for County fiscal year 2017-2018, and \$628,752 for County fiscal year 2018-2019 in accordance with Title IV-E of the federal Social Security Act allocated in All County Letter 17-109 as follows:

Program Component	2017-2018	2018-2019
Voucher Payments	\$181,450	\$362,900
Navigator	\$66,742	\$133,484
Training and Coaching	\$66,184	\$132,368
Maximum Obligation	\$314,376	\$628,752

- B. In no event shall the maximum amount payable under this agreement exceed \$943,128.
- C. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.
- D. Prorated payment. If the term begins (or ends) on other than the first (or last) day of the calendar month, the payment for the partial month shall be prorated on a per diem basis based upon the number of days of access/services during the month.

Section 4. BILLING AND PAYMENT.

- A. Pursuant to Title IV-E of the federal Social Security Act Consultant shall submit to Health and Human Services Agency (HHSA) Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, monthly by the 10th following the month of the services rendered, an itemized statement of services on a billhead or invoice regularly used in the conduct of the Consultant's business (Invoice) For each service rendered the Invoice must indicate the related Bridge Program component. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Compensation under this agreement shall be reduced by applicable contractor revenues. The term "applicable contractor revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.
- C. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

The initial term of this agreement shall begin as of the last date it has been signed by both Parties and end June 30, 2018. The term of this agreement shall be automatically renewed for one additional one-year term at the end of the initial term, under the same terms and conditions except as provided in section 3, 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 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 may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- E. County's right to terminate this agreement may be exercised by the HHSA Director (Director) or any HHSA Branch Director designated by the 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 the Director or any HHSA Branch Director designated by the Director provided that the amendment is in substantially the same format as the County's standard

format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 9. EMPLOYMENT STATUS OF CONSULTANT.

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

Section 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 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 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. 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 recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24 of the California Code of Regulations).

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

**SECTION 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 section 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 Branch
 Attn: Contracts Unit
 1313 Yuba Street

Redding, CA 96001
Ph: (530) 225-5757
Fx: (530) 225-5190

If to Consultant: Superintendent
Shasta County Office of Education
1644 Magnolia Avenue
Redding, CA 96001
Ph: (530) 225-0227
Fx: (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. 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 24. 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 25. CONFIDENTIALITY.

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 26. CONFIDENTIALITY OF CLIENT INFORMATION.

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 27. 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: _____

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
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson
Risk Management Analyst

CONSULTANT

Date: 5/1/2018

By: Judy Flores, Superintendent
Shasta County Office of Education

Tax I.D.#: On file

MONTHLY PROGRAM REPORT
(Available in Excel)

Emergency Child Care Bridge Program for Foster Children (Bridge Program)
Monthly Status Report

PART A. FAMILY VOUCHERS/PAYMENTS	Month: _____	Month: _____	Month: _____
1. Families issued Bridge Program voucher	0	0	0
2. Of the families in Item 1, those issued Bridge Program vouchers for the first time	0	0	0
PART B. CHILDREN VOUCHERS/PAYMENTS	Month: _____	Month: _____	Month: _____
3. Length of time from when the child was determined eligible for a Bridge Program voucher to the child's first day in selected child care setting:			
a. 1-7 days	0	0	0
1. 0-2 years of age	0	0	0
2. 3-5 years of age	0	0	0
3. 6-12 years of age	0	0	0
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
b. 8-14 days	0	0	0
1. 0-2 years of age	0	0	0
2. 3-5 years of age	0	0	0
3. 6-12 years of age	0	0	0
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
c. 15-21 days (Explain in Item 4c Explanation box)	0	0	0
1. 0-2 years of age	0	0	0
2. 3-5 years of age	0	0	0
3. 6-12 years of age	0	0	0
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
d. Over 21 days (Explain Item 3d in Explanation box)	0	0	0
1. 0-2 years of age	0	0	0
2. 3-5 years of age	0	0	0
3. 6-12 years of age	0	0	0
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
4. Children receiving child care with a Bridge Program voucher	0	0	0
a. 0-2 years of age	0	0	0
b. 3-5 years of age	0	0	0
c. 6-12 years of age	0	0	0
d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
5. Children receiving child care with a Bridge Program voucher for the first time per foster placement	0	0	0
a. 0-2 years of age	0	0	0
b. 3-5 years of age	0	0	0
c. 6-12 years of age	0	0	0
d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0

6. Children receiving Bridge Program vouchers in the following type of placement:	0	0	0
a. Resource Family	0	0	0
b. Emergency Placement or Compelling Reason	0	0	0
c. Certified Family Home or Licensed Foster Family Home	0	0	0
d. Approved Relative or Non-Relative Extended Family	0	0	0
e. Parenting Youth under Jurisdiction of Juvenile Court	0	0	0
7. Children that experienced a foster placement change while receiving a Bridge Program voucher	0	0	0
a. 0-2 years of age	0	0	0
b. 3-5 years of age	0	0	0
c. 6-12 years of age	0	0	0
d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
8. Children using a Bridge Program voucher in the following type of child care settings:	0	0	0
a. Child Care Center	0	0	0
b. Family Child Care Home	0	0	0
c. License-Exempt Child Care Provider/Program	0	0	0
9. Children that transitioned from the Bridge Program to other subsidized child care	0	0	0
a. 0-2 years of age	0	0	0
b. 3-5 years of age	0	0	0
c. 6-12 years of age	0	0	0
d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
10. Children that transitioned from the Bridge Program to non-subsidized child care	0	0	0
a. 0-2 years of age	0	0	0
b. 3-5 years of age	0	0	0
c. 6-12 years of age	0	0	0
d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
11. Children unable to secure stable child care prior to the Bridge Program voucher expiring at 6 months	0	0	0
a. 0-2 years of age	0	0	0
b. 3-5 years of age	0	0	0
c. 6-12 years of age	0	0	0
d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
12. Children unable to secure stable child care prior to the Bridge Program voucher expiring at 12 months	0	0	0
a. 0-2 years of age	0	0	0
b. 3-5 years of age	0	0	0
c. 6-12 years of age	0	0	0
d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0

13. Length of time child received a Bridge Program voucher:			
a. Less than 90 days	0	0	0
1. 0-2 years of age	0	0	0
2. 3-5 years of age	0	0	0
3. 6-12 years of age	0	0	0
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
b. 90 days or more, but less than 180 days	0	0	0
1. 0-2 years of age	0	0	0
2. 3-5 years of age	0	0	0
3. 6-12 years of age	0	0	0
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
c. 180 days or more, but less than 270 days	0	0	0
1. 0-2 years of age	0	0	0
2. 3-5 years of age	0	0	0
3. 6-12 years of age	0	0	0
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
d. 270 days or more	0	0	0
1. 0-2 years of age	0	0	0
2. 3-5 years of age	0	0	0
3. 6-12 years of age	0	0	0
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
PART C. CHILD CARE NAVIGATOR	Month: _____	Month: _____	Month: _____
14. Bridge Program eligible families referred to child care	0	0	0
15. Of the families in Item 15, those served by child care	0	0	0
16. Families receiving Bridge Program vouchers served by child	0	0	0
PART D. TRAUMA-INFORMED TRAINING	Month: _____	Month: _____	Month: _____
17. Trauma-informed care trainings	0	0	0
18. Child care providers that attended trauma-informed care	0	0	0
19. Coaching sessions	0	0	0
20. Child care providers that received coaching sessions	0	0	0
COMMENTS			
General Comments			
Item 3d Explanation (Complete if any cell in Item 3d is not 0)			

Report prepared by:

Date:

Phone: