

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

This agreement is entered into between the County of Shasta, through its Probation Department, a political subdivision of the State of California ("County") and Shasta County Child Abuse Prevention Coordinating Council, a California corporation ("Consultant") for the purpose of providing specialized AmeriCorps members to provide services as Parent Partners and Skillbuilders to support Juvenile Justice Crime Prevention Act of 2000 (JJCPA) programs (collectively, the "Parties" and individually a "Party").

### Section 1. DEFINITIONS.

- A. Collaborative Court Program is a specialty program utilizing the Wraparound model with a family centered focus. The program will serve youth who have a dual diagnosis or have issues with substance abuse. The program is a multi-agency approach and provides service and support for minors with mental health and drug and alcohol issues and their families.
- B. Eligible Youth means a child or adolescent who is a resident of Shasta County and who is: 1) high risk and/or at risk of foster care or group home placement; and 2) certified as eligible for Wraparound Interagency Network for Growth & Stability (WINGS) mental health services by a County mental health clinician; and 3) a minor under Section 790 of the Welfare and Institutions Code (W&IC) or a ward of the juvenile court.
- C. Gardening, Responsibility, Ownership of Self and Community Well Being (GROW) Program is a re-entry program for at-risk youth in detention and those youth on furlough or released to their parents/guardians designed to lower the re-offense rate by promoting pro-social activities, providing noncriminal alternative activities, and reducing association with criminals by enhancing positive involvement and relationships with pro-social individuals from the community.
- D. North State Rural Assets Project (NSRAP) is an AmeriCorps project that promotes the Five Protective Factors to encourage the reduction in the incidents of child abuse and neglect by creating safe, academically and socially enriched environments for high-risk children; developing community resources; and supporting parents to become self-sufficient.
- E. Parent Partner (AmeriCorps member) is a member of the AmeriCorps Program, employed or retained by Consultant, who meets the minimum qualifications of a Parent Partner as established by AmeriCorps. A Parent Partner provides assistance and support to parents of children receiving behavioral health services and provides feedback to the program related to parents' perceptions of the program as an opportunity for quality improvement.
- F. Skillbuilder (AmeriCorps member) is a member of the AmeriCorps Program, employed or retained by Consultant, who meets the minimum qualifications of a

Skillbuilder as established by AmeriCorps. A Skillbuilder provided consistent, reinforcing environment and instruction to help Eligible Youth and/or their families.

- G. The Parent Project® is a parenting skills program specifically designed for parents of strong-willed children. Parents are provided with practical tools and no-nonsense solutions for even the most destructive of adolescent behaviors.
- H. WINGS program is Wraparound Interagency Network for Growth & Stability, a Shasta County Juvenile Probation program. WINGS is a multi-agency approach to provide service and support for minors with mental health issues and their families.
- I. Youth and Family Teams are family members and their community support persons that come together to create, implement and update a plan *with* the youth and family. The plan builds on the strengths of the youth and family, and addresses their needs, desires and dreams.

## **Section 2. RESPONSIBILITIES OF CONSULTANT.**

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

- A. Provide to County and supervise up to five full-time equivalent (FTE) AmeriCorps members to provide direct intervention services to Eligible Youth and their families in their homes and in the community as directed by County. Full-time AmeriCorps members will serve 1,700 hours during the term of the agreement.
- B. Conduct site visits at Juvenile Probation to provide support to County's Site Supervisor and the NSRAP AmeriCorps members.
- C. Provide to County the results of the background check on each AmeriCorps member that includes Department of Justice, Federal Bureau of Investigation, and National Sex Offender Registry background information clearance.
- D. Provide NSRAP specific training for AmeriCorps members. AmeriCorps members may spend up to 20 percent of their service hours in training and the remaining hours must be spent in service to the responsibilities set forth in this agreement.
- E. Ensure that AmeriCorps members will follow the service guidelines set forth in each specific AmeriCorps member description and AmeriCorps member contract.
- F. Provide direct Parent Partner services to Eligible Youth and their families for the WINGS/ Collaborative Court programs as follows:
  - (1) Role modeling;

- (2) Role-playing activities with families;
- (3) Socialization skills training;
- (4) Supporting development of parenting skills;
- (5) Providing behavioral interventions that result in successfully linking the youth to the community;
- (6) Assisting family to identify and access community-based resources appropriate to the individual youth and family needs;
- (7) Providing interventions for youth and families that support the family's individualized case plan;
- (8) Assisting the family in determining who will make up the Youth and Family Team (Team) and contacting people to participate on the Team as needed for requested by family; and
- (9) Assisting parents to find respite and childcare services as needed.

G. Under the guidance of a probation officer, provide direct Parent Partner services to Eligible Youth and their families enrolled in The Parent Project® program in their homes and community as follows:

- (1) Role modeling;
- (2) Role playing activities with families;
- (3) Socialization skills training;
- (4) Supporting development of parenting skills;
- (5) Providing behavioral interventions that result in successfully linking the youth and family to the community;
- (6) Assisting family to identify and access community-based resources appropriate to the individual youth and family's needs;
- (7) Assisting the family in determining who will make up the Youth and Family Team and contacting people to participate on the Team as needed or requested by the family;
- (8) Assisting in implementing The Parent Project® curriculum and in securing community based resources as outlined in the Eligible Youth's case plan;
- (9) Accessing community-based resources appropriate to the individual youth and his/her family's needs;
- (10) Providing interventions for youth and their families that support individualized case plan objectives;
- (11) Participating in work groups, special projects and training;
- (12) Assisting parents in the development and coordination of The Parent Project® support groups;
- (13) Assisting parents to find respite and childcare services as needed;
- (14) Linking parents to other needed community resources to strengthen their families; and
- (15) Increase level of engagement of participants in The Parent Project® Program education class.

H. Under the guidance of a probation officer, provide direct Skillbuilder services to Eligible Youth and their families in the WINGS/Collaborative Court and GROW programs in their homes and community as follows:

- (1) Role modeling;
- (2) Role playing activities with youth;
- (3) Socialization skills training;
- (4) Providing behavioral interventions that result in successfully linking the youth to the community;
- (5) Assisting youth and families to identify and access community-based resources appropriate to the individual youth's interests and needs and commensurate with Probation's philosophical principles;
- (6) Providing interventions for Eligible Youth and their families that support the family's individualized case plan;
- (7) Assisting the family in determining who will make up the Youth and Family Team and contacting people to participate on the Team as necessary needed or requested by the family;
- (8) Integrating youth into positive socially and developmentally appropriate activities including, but not limited to, recreational activities, job or vocational training, and options for education; and
- (9) Teaching skills that enable youth to problem solve and engage in everyday positive social interactions. These skills include, but are not limited to the following:
  - a. Money management, such as budgeting and shopping skills
  - b. How to use public transportation
  - c. Time management skills to help with scheduling activities (i.e., household chores, appointments, etc.)
  - d. Drug and Alcohol prevention
  - e. Pregnancy prevention
  - f. How to avoid incarceration
  - g. Following family rules
  - h. Communication techniques to manage family disagreements
  - i. Coping skills to deal with stressful situations such as day-to-day disappointments and family disagreements

I. The performance goals and outcome measures are individual for each of the Eligible Youths and their families who participate in the WINGS/Collaborative Court, GROW, and the Parent Project® programs. The goals are based upon the assessed risk or need within the family and identified in the Eligible Youth's treatment case plan. Successful intervention by the Parent Partners and Skillbuilder will be measured quarterly by the County based on the following:

- (1) Seventy percent of youths will remain at home receiving local mental health services and supervision avoiding the need for foster or group home placement.
- (2) Seventy-five percent of youths will be involved in a pro-social activity, which could be facilitated by the Skillbuilder.
- (3) At termination from probation supervision, youth is maintaining eighty percent school attendance or better.

- (4) At termination from probation supervision, eighty percent of youths are engaged in an educational program, if he/she has not yet graduated high school or equivalent.
  - (5) Calls for law enforcement service for family disturbances will decrease by fifty percent.
  - (6) Seventy-five percent of the Parent Project® participants will complete the program and participate in the graduation ceremony.
  - (7) Consultant shall assist County in compiling a written report on the results of these aforementioned measurements on a quarterly basis.
- J. County Site Supervisor, County Site staff, and AmeriCorps members will participate in the NSRAP program evaluation process and Consultant shall submit documents and reports by the provided timeline to NSRAP, with written copies to County.
  - K. All AmeriCorps members shall agree to and conform to all applicable County policies, procedures and regulations, and such other requirements and restrictions as may be required by County.
  - L. During the course of the 1700 hours, should contracted staff or AmeriCorps members be released for cause or for compelling circumstances Consultant will provide a replacement staff or a prorated refund, less fixed administrative costs of the member, to County within 60 days. County shall have sole authority to determine whether a replacement AmeriCorps member or a prorated refund is provided to County and County's determination shall be final and conclusive.

### **Section 3. RESPONSIBILITIES OF COUNTY.**

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

- A. Assist in recruitment and selection of AmeriCorps member(s).
- B. Provide non-exclusive office space, office supplies, office furniture (desk, chair, etc.), computer, internet, phone/land line, and fax machine at no cost to Consultant pursuant to Attachment A, attached and incorporated herein.
- C. Identify a County Site Supervisor to provide daily support and supervision for the AmeriCorps members.
- D. Provide adequate service hour opportunities for the AmeriCorps members to successfully complete contracted service hours.
- E. Provide site specific orientation and training for contracted staff and AmeriCorps members.
- F. County Site Supervisor will attend AmeriCorps orientation and participate in meetings and conference calls throughout the term of the agreement as needed.

- G. Allow AmeriCorps members to attend regularly scheduled Consultant AmeriCorps member trainings.
- H. County Site Supervisor will complete two Performance Reviews during the AmeriCorps member's term of service and will provide a written copy to Consultant.
- I. Participate in the NSRAP program evaluation process.
- J. Ensure that AmeriCorps members will not supplant staff positions.
- K. Complete a written statement specifying source of cash match funds from County.
- L. County shall compensate Consultant as prescribed in Sections 4 and 5 of this agreement and shall monitor the outcomes achieved by Consultant.

**Section 4. COMPENSATION.**

- A. Consultant shall be paid up to \$133,520 for the services described in this agreement in accordance with the budget as prescribed in Attachment B, attached and incorporated herein, for the services rendered in Section 2.
- B. Consultant shall be reimbursed for mileage for each 1,700-hour AmeriCorps member providing services under this agreement over the entire term of the agreement in an amount not to exceed \$14,625.
- C. Consultant shall be reimbursed up to \$500 for actual costs of pro-social activities approved by County.
- D. County shall pay to Consultant a maximum of \$148,645 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$148,645.
- E. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

**Section 5. BILLING AND PAYMENT.**

- A. Consultant shall submit to County by the 10<sup>th</sup> of the month following the month of services, an itemized statement or invoice for AmeriCorps member costs, mileage reimbursement, and pro-social activities. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.



- B. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

**Section 6. TERM OF AGREEMENT.**

This agreement shall commence on October 1, 2018, and shall continue for the duration of the funding period for the NSRAP grant provided through the Governor's Office on California Volunteers, or until December 31, 2019, whichever comes first. 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 7. TERMINATION OF AGREEMENT.**

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to Paragraph B of this Section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the County Executive Officer or the Chief Probation Officer.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**Section 8. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; 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 Chief Probation Officer, 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 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

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

**Section 10. EMPLOYMENT STATUS OF CONSULTANT.**

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



under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

**Section 11. INDEMNIFICATION.**

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

**Section 12. INSURANCE COVERAGE.**

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

compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
  - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement

CG 20 10 for on-going operations, and CG 20 37 for completed operations.

- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

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

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

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

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

**Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, and local laws, codes, rules regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this Section.

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

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of

Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

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

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

**Section 17. LICENSES AND PERMITS.**

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 7.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Chief Probation Officer  
Shasta County Probation Department  
2684 Radio Lane  
Redding, CA 96001  
Phone: 530-245-6200  
Fax: 530-245-6001

If to Consultant: Executive Director  
Shasta County Child Abuse Prevention  
Coordinating Council  
2280 Benton Drive, Building C, Suite B  
Redding, CA 96003  
Phone: 530-241-5816  
Fax: 530-241-4192

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 20.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

**Section 21. AGREEMENT PREPARATION.**

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

**Section 22. COMPLIANCE WITH POLITICAL REFORM ACT.**

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

**Section 23. PROPERTY TAXES.**

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

**Section 24. SEVERABILITY.**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

**Section 25. COUNTY'S RIGHT OF SETOFF.**

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

**Section 26. CONFIDENTIALITY.**

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

**Section 27. 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 contractor 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 28. 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

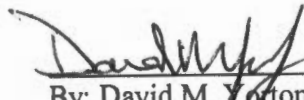
ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

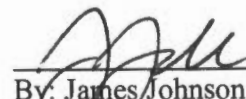
By: \_\_\_\_\_  
Deputy

Approved as to form:

RUBIN E. CRUSE, JR  
County Counsel

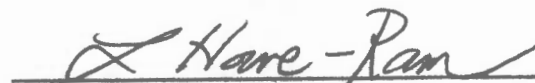
 8/23/18  
By: David M. Yorton, Jr. Date  
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

 08/23/18  
By: James Johnson Date  
Risk Management Analyst III

CONSULTANT

Date: 8/23/18

  
Linda Howe-Ram  
Executive Director

Tax I.D.#: 68-0151867

ATTACHMENT A  
to the Agreement between  
the County of Shasta, hereinafter referred to as "County" and  
Shasta County Child Abuse Prevention Coordinating Council, hereinafter referred to as  
"Consultant"

AGREEMENT FOR NON-EXCLUSIVE USE OF SPACE

- A. Consultant shall be permitted and allowed non-exclusive use of and access to space at the County's Facility located in Redding, California ("Facility"). County, in its sole discretion, may determine what area or areas that Consultant is permitted to use and make changes or alter the area to be used at any time. In addition, County may terminate, without cause, the permission to use the Facility provided for in this attachment upon seven (7) days written notice to Consultant without affecting the Consultant's obligation to provide the services provided for in this agreement. The County will endeavor to provide adequate alternate non-exclusive use space to allow for the continuation of the Program without interruption. For purposes of this agreement, alternative adequate space includes space as described above. In the event that County is unable to provide alternative adequate space, County and Consultant may enter into negotiations to amend this agreement in light of Consultant having to obtain alternative adequate space at a non-County owned or leased site. In the event that the Parties enter negotiations to amend this agreement as a result of County's inability to provide adequate alternative space and the Parties are unable to reach agreement within 120 days following County's notice of termination of permission to use the Facility, either Party may terminate this agreement upon 15 days written notice to the other Party. Nothing in this paragraph shall be construed to alter or modify the rights of the Parties to terminate this agreement pursuant to Section 7 of this agreement.
- B. In County's sole discretion, Consultant shall repair at its expense or shall reimburse County for the costs of repairing any damage to the Facility caused by, resulting from or in any way connected with use of the Facility by Consultant or Consultant's employees, agents, or volunteers, but not limited to the provision of services pursuant to this agreement, the removal of any articles of personal property, business or trade fixtures, machinery, equipment, furniture, movable partitions or improvements or additions, including without limitation thereto, repairing damage to the floor and patching the walls.
- C. If Consultant becomes aware of any damage to or defective condition in the Facility including any part or appurtenance of the hot water heater or the mechanical, electrical, plumbing, Heating, Ventilation and Air-conditioning (HVAC) system or other systems serving, located in, or passing through the Facility, Consultant shall notify County within twenty-four (24) hours.
- D. Consultant shall not modify, alter, or in any way change the Facility. Notwithstanding the previous sentence, Consultant may request that County



modify, alter, or change the Facility to increase the usability of space by Consultant. Any consent to alter, modify, or change the Facility is in County's sole discretion.

- E. Consultant's permitted non-exclusive use of the Facility is limited to use for the purpose of carrying out the responsibilities outlined in the Agreement. Consultant shall not use the Facility (including equipment, instruments, and supplies) for any other use or purpose.
- F. Consultant is permitted to use its personal property including file cabinets to secure any of its information or documents. However, Consultant shall not lock or otherwise secure areas used by it from access or use by County and its employees, agents, and volunteers.

ATTACHMENT B  
to the Agreement between  
the County of Shasta, hereinafter referred to as "County" and  
Shasta County Child Abuse Prevention Coordinating Council, hereinafter referred to as  
"Consultant"

Shasta County Child Abuse Prevention Coordinating Council				
Budget Period October 1, 2018 through September 30, 2019				
		FTE	Monthly Budget Amount	Annual Budget Amount
Salaries & Wages:				
1	The Parent Project® Parent Partner	100%	\$2,340.00	\$28,080.00
2	WINGS Parent Partner	200%	\$4,680.00	\$56,160.00
1	WINGS Skillbuilder	100%	\$2,053.33	\$24,640.00
1	GROW Skillbuilder	100%	\$2,053.33	\$24,640.00
Total Salaries & Wages		-	\$11,126.66	\$133,520.00