

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND NORTHERN VALLEY CATHOLIC SOCIAL SERVICE, INC. FOR FEMA-FUNDED CRISIS COUNSELING SERVICES

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and Northern Valley Catholic Social Service, Inc. ("Consultant"), a California corporation, (collectively, the "Parties" and individually a "Party"), for the purpose of crisis counseling services to community members affected by The Carr Fire.

Section 1. DEFINITIONS.

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

- A. **California HOPE** is the federally funded brand/identity for the Crisis Counseling Program.
- B. **Crisis Counseling Program ("CCP")** provides supplemental assistance for local entities, states, tribes, and territories. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 1974 authorizes the Federal Emergency Management Agency ("FEMA") to fund mental health assistance and training activities in areas that have received a Presidential major disaster declaration. The U.S. Department of Health and Human Services' ("HHS") Substance Abuse and Mental Health Services Administration ("SAMHSA") works with FEMA through an interagency agreement to provide technical assistance, consultation, grant administration, program oversight, and training for state and designated tribal mental health authorities.
- C. **FTE** means Full-Time Equivalent.
- D. **Immediate Services Program ("ISP")** provides CCP services immediately for up to 60 days following a disaster declaration by the President of the United States. The ISP may be extended for a longer period time during the RSP application process, lead by the California Department of Health Care Services ("DHCS").
- E. **Primary Services** are higher in intensity, as they involve personal contact with individuals, families, or groups.
- F. **Regular Services Program ("RSP")** provides CCP services up to nine months following a disaster declaration.
- G. **Secondary Services** have a broader reach and less intensity with a focus of reaching as many people as possible.

Section 2. RESPONSIBILITIES OF CONSULTANT.

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

- A. Provide Crisis Counseling services as described in, **Exhibit A: Crisis Counseling Assistance and Training, Statement of Work** ("Exhibit A"), attached and incorporated herein.
- B. Comply with provisions as described in **"Exhibit B: SUBAWARD COMPLIANCE"** ("Exhibit B"), attached and incorporated herein.

- C. Ensure all Crisis Counseling staff and team leads wear California HOPE branded uniforms while performing services as described in **Exhibit A**.
- D. Participate in weekly telephone calls with DHCS/FEMA.
- E. Coordinate monthly site visits with DHCS/FEMA.
- F. Submit a final ISP report.
- G. Execute and comply with all federal provisions as described in the **Carr Fire Addendum, Federal Provisions ("Addendum")**, attached and incorporated herein.
- H. 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."
- I. Return all agreement-funded equipment, normal wear and tear accepted, within 30 calendar days of the termination of this agreement.

Section 3. RESPONSIBILITIES OF COUNTY.

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

- A. Compensate Consultant as prescribed in Sections 4 and 5 of this agreement and monitor the outcomes achieved by Consultant.
- B. Develop public messaging, marketing/educational materials, and advertisements (paper and online) related to California HOPE, as necessary.
- C. Establishing/utilizing toll-free telephone numbers or hotlines
- D. Provide Consultant with the following equipment:
 - (1) Electronic equipment such as smart cellular phone and/or tablet with cellular connectivity to perform data collection duties as described in **Exhibit A**, Section 4.
 - (2) 16 California HOPE Branded shirts.
 - (3) Reimburse the cost of reasonable office supplies and marketing/educational materials, as necessary upon request by Consultant, as described in **Exhibit A**.

Section 4. COMPENSATION.

A. ISP Compensation:

- (1) Consultant shall be paid in accordance to hourly rates and projected costs, as defined in **Exhibit C: ISP Budget, ("Exhibit C")**, attached and incorporated herein.
 - (2) During the term of this agreement, the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, may approve, in writing and in advance, budget line item shifts, provided that the line item shift does not exceed 15 percent of any Budget Category during the entire term of this agreement and provided further that the line item shift shall not increase the total compensation payable under this agreement.
- B. In no event whatsoever shall maximum amount payable under this agreement exceed \$199,546.
- C. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 5. BILLING AND PAYMENT.

- A. Consultant shall submit to County's Health and Human Services Agency (HHSA) Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 monthly by the 15th day of each month for services rendered the preceding month, a billhead or invoice regularly used in the conduct of business of the Consultant. County shall make payment within 30 days of receipt of Consultant's correct and approved billhead 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 6. TERM OF AGREEMENT.

This agreement shall commence as of the last date it has been signed by both Parties and shall end June 30, 2019. 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. Either Party may terminate this agreement without cause on 30 days written notice to the other Party.
- 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 County's HHSA Director or any HHSA Branch Director designated by the HHSA Director.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 8. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES/ADDENDUMS.

- 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. Notwithstanding the foregoing, line item shifts may be approved in writing as set forth in Section 4.A.(2). 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 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, appendices, or addendums, the provisions of the exhibits, appendices and addendums shall govern.

Section 9. NONASSIGNMENT OF SUBAWARD; 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, 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 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: Branch Director
 HHSa Business and Support Services
 Attn: Contracts Unit
 P.O. Box 496005
 Redding, CA 96049-6005
 Phone: 530-245-6860
 Fax: 530-225-5555

If to Consultant: Executive Director
 Northern Valley Catholic Social Service
 2400 Washington Ave.
 Redding, CA 96001
 Phone: (530) 241-0552
 Fax: (530) 241-6457

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

Section 21. AGREEMENT PREPARATION.

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

Section 22. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 23. PROPERTY TAXES.

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

Section 24. SEVERABILITY.

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

Section 25. COUNTY'S RIGHT OF SETOFF.

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

Section 26. CONFIDENTIALITY.

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

Section 27. CONFIDENTIALITY OF CLIENT INFORMATION.

Consultant shall comply with, and require all of Consultant's employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination,

expiration, or cancellation of this agreement to which the State Department of Social Services regulations apply.

Section 28. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a 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 29. USE OF COUNTY PROPERTY.

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

Section 30. APPLICATION OF OTHER AGREEMENTS.

Consultant and contractor's officers, agents, employees, and volunteers, and any of contractor's/consultant's subcontractors shall comply with all terms and provisions imposed upon any subcontractor of County by the FEMA Award Letter (FEMA-4382-DR-CA), dated August 21, 2018, attached to this agreement as **Exhibit D** and incorporated by this reference.

Section 31. PERSONNEL.

- A. Consultant shall furnish such qualified professional personnel as prescribed in Title 9 of the California Code of Regulations, for the type of services prescribed in **Exhibit A**.
- B. Consultant shall provide clinical supervision to all treatment staff, licensed or unlicensed. Those staff seeking licensure shall receive supervision in accordance with the appropriate State Licensure Board.

Section 32. AGREEMENT SUPERVISION.

- A. The HHSA Director, or his or her designee, shall be the County representative authorized and assigned to represent the interests of the County and to determine if the terms and conditions of this agreement are carried out.

- B. County shall monitor the kind, quality, and quantity of Consultant's services and criteria for determining the persons to be served and length of treatment for the persons receiving mental health services covered under the terms of this agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

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: David M. Yorton, Jr. 9/4/18
David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 09/04/18
James Johnson
Risk Management Analyst

**INFORMATION TECHNOLOGY
APPROVAL**

By: Tom Schreiber 9-5-2018
Tom Schreiber
Chief Information Officer

CONSULTANT

Date: 9.5.18

Cathy Wyatt
Cathy Wyatt, LCSW, Executive Director
Northern Valley Catholic Social Service, Inc.

Tax I.D.#: On file

Exhibit A
Crisis Counseling Assistance and Training
Statement of Work

The California HOPE Program (hereafter "Program") is designed to provide supplemental assistance for Shasta Community members affected by the Carr Fire. The Program, funded through FEMA grants distributed by the State Department of Healthcare Services ("DHCS") to County, shall assist individuals and communities in recovering from the effects of these natural disasters by providing community-based outreach and psycho-educational services.

Section 1. SCOPE OF SERVICES.

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

A. Provide primary and secondary services according to the staffing structures described in Section 3 of this exhibit, as follows:

(1) Primary Services:

- a. **Individual Crisis Counseling:** Helps survivors understand their reactions, improve coping strategies, review their options, and connect with other individuals and agencies that may assist them.
- b. **Basic Supportive or Educational Contact:** General support and information on resources and services available to disaster survivors.
- c. **Group Crisis Counseling:** Group sessions led by trained crisis counselors who offer skills to help survivors cope with their situations and reactions.
- d. **Public Education:** Information and education about typical reactions, helpful coping strategies, and available disaster-related resources.
- e. **Community Networking and Support:** Relationship building with community resource organizations, faith-based groups, and local agencies.
- f. **Referral, and Resource Linkage:** Adult and child needs referral to additional disaster relief services, mental health or substance abuse treatment.

(2) Secondary Services:

- a. **Development and Distribution of Educational Materials:** Flyers, brochures, tip sheets, educational materials, and web site information developed and distributed by Program staff.
 - b. **Media and Public Service Announcements:** Media activities and public messaging in partnership with local media outlets, state and local governments, charitable organizations, or other community brokers.
- B. Ensure data is collected, as prescribed in Section 4 of this exhibit, in accordance with the FEMA Crisis Counseling Assistance and Training Program data toolkit, as approved by the US Office of Management and Budget (OMB No. 0903-0270). Consultant shall assist County in submitting this data to the State, as necessary.

C. Adhere to the Program principles, as follows:

- (1) **Strengths-based:** Crisis Counselors assume natural resilience in individuals and communities, and promote independence rather than dependence on the Program, other people, or organizations. Crisis Counselors help survivors regain a sense of control.
- (2) **Outreach-oriented:** Crisis Counselors take services into the communities rather than wait for survivors to come to them.
- (3) **More practical than psychological in nature:** Crisis counseling is designed to prevent or mitigate adverse repercussions of disasters rather than to treat them. Crisis Counselors provide support and education, listen to survivors, and accept the content at face value. Crisis Counselors help survivors to develop a plan to address self-identified needs and suggest connections with other individuals or organizations that can assist them.
- (4) **Diagnosis-free:** Crisis Counselors do not classify, label, or diagnose people; they keep no records or case files. The Program does not provide mental health or substance use treatment, or critical incident stress debriefing. Services are supportive and educational in nature.
- (5) **Conducted in nontraditional settings:** Crisis Counselors make contact with survivors in their homes and communities, not in clinical or office settings.
- (6) **Culturally aware:** The Program embraces cultural and spiritual diversity as reflected in culturally relevant outreach activities that represent the communities served.
- (7) **Designed to strengthen existing community support systems:** Crisis Counselors support, but do not organize or manage, community recovery activities. Likewise, the Program supplements, but does not supplant or replace, existing community systems.
- (8) **Provided in ways that promote a consistent program identity:** Crisis Counselors should work together early to establish a unified identity. The Program strives to be a single, easily identifiable program, with services delivered by various local agencies.

D. Utilize a population exposure model to help identify and prioritize groups, as follows:

- (1) Injured survivors, bereaved family members;
- (2) Survivors with high exposure to disaster trauma, or evacuated from disaster zones;
- (3) Bereaved extended family and friends, first responders;
- (4) People who lost homes, jobs, and possessions;
- (5) People with preexisting trauma and other dysfunction;
- (6) At-risk groups and other disaster responders;
- (7) Affected people from the larger community.

Section 2. MANDATORY TRAINING

- A. Consultant shall attend mandatory FEMA and SAMHSA training modules, in-person, for Crisis Counseling Assistance and Crisis Counseling staff, as follows:
- (1) Core Content Training: a two-day training that covers basic crisis counseling skills and services, data collection, and stress management techniques;
 - (2) Transition to RSP Training: prepares Program staff to support ongoing behavioral health needs and longer-term recovery;
 - (3) Online Data Forms Training for Crisis Counselors: Mobile Data Collection Application Training;
 - (4) Online database training;
 - (5) Review of the mobile Crisis Counseling Assistance and Training Program mobile application training video;
 - (6) RSP Mid-program Training: provides crisis counselors with problem-solving techniques for tough situations. It also addresses staff morale and stress management; and
 - (7) RSP Phasedown Training: covers topics related to planning ahead, leaving a legacy, and maintain community partnerships as the Program ends.

Section 3. STAFFING.

A. Consultant Staff:

- (1) **Provider Program Manager** (1.0 FTE):
 - a. Acts as lead coordinator and manager for the crisis counseling response;
 - b. Oversees staffing, training, reporting, data analysis, and fiscal monitoring;
 - c. Works with other disaster service agencies to ensure coordination of behavioral health response and no duplication of services;
 - d. Conducts regular site visits and accompanies crisis counselors as an observer to ensure appropriate services are delivered; and
 - e. Represents Program at high-level meetings within the community.
- (2) **Team Lead** (2.0 FTE): an experienced disaster behavioral health worker or behavioral health professional who supervises paraprofessional or less experienced crisis counselors:
 - a. Collaborates with County Fiscal Specialist and team including Administrative Assistant/Data Evaluation Specialist, and Provider Program Manager;
 - b. Leads a team of crisis counselors in the field;
 - c. Trains, debriefs, and provides supervision for the crisis counselors;
 - d. Provides coordination and oversight of the crisis counselors' plans of service;

- e. Helps assess people who require traditional mental health or substance use treatment;
- f. Uses data to conduct ongoing needs assessment;
- g. Coordinates data collection activities and reviews data form submissions for accuracy;
- h. Reviews and accepts or rejects forms submitted through the mobile application; and
- i. Performs crisis counseling as needed.

(3) **Crisis Counselor** (up to 10 FTE):

(4) **Administrative Assistant/Data Specialist** (0.5 FTE):

- a. Provides administrative support including but not limited to collecting and verifying timesheets, collecting data forms, ordering supplies, answering office phone calls, photocopying, faxing, and emailing of Program information;
- b. Schedules events and related training activities;
- c. Implements and oversees the Program's data collection activities and is the point of contact for entering data into the Program's web-based system; and
- d. Supports Provider Program Manager, and Team Leads and coordinates with County.

B. County Staff:

(1) **Fiscal Specialist** (1.0 FTE):

- a. Tracks and monitors funds, reviews and submits requests for program budget modifications and prepares fiscal reports;
- b. Performs quality control and oversight of program purchases; and
- c. Works closely with Consultant's Administrative Assistant/Data Specialist to ensure that funds are accessible and are being appropriately used for crisis counseling services.

(2) **Data/Evaluation Specialist** (0.5 FTE):

- a. Oversees the Program's data collection activities;
- b. Coordinates the development of marketing/educational materials and advertisements; and
- c. Supports and coordinates with Consultant's Administrative Assistant/Data Specialist.

Section 4. MOBILE APPLICATION USE AND DATA COLLECTION.

- A. **Mobile Application Overview:** The mobile application for data collection is designed to enhance and streamline the process of data entry and reduce the lag time between data collection and its availability to Program staff and federal partners. The

mobile application is intended for use by crisis counselors with access being restricted to those individuals with authorized accounts in the Crisis Counseling Assistance and Training Program Online Data Collection and Evaluation System (“ODCES”). The mobile application can work with all mobile devices.

- (1) The devices must have access to the Internet, either through Wi-Fi or cellular data, in order to download the application.
- (2) The devices must also be able to access the internet on a regular basis to enable data upload through the mobile application to the ODCES.
- (3) Use of the mobile app during an encounter will require Crisis Counselors to explain what data are being collected and for what reason. Users can explain to the survivors that the data are anonymous – no name, addresses, or personally identifiable information are collected. Showing the data collection app to the survivor can also be useful.
- (4) Completed forms should be uploaded once the counselor who completed the form has access to an Internet connection – either immediately or by the end of the day.

- B. **Technology Needs:** The mobile application requires access to the ODCES for data entry and reporting. It also requires program-provided mobile devices or coverage of service for personal devices in the field. Devices must have access to Wi-Fi or a cellular service plan. County will provide Contractor with 8 cellular phones and County will be responsible for service lines. Contractor shall return cellular phones at the end of the Program to County.
- C. **User Access and Management:** The mobile application allows staff to manage user access to the mobile application and the ODCES. In order to gain access to the system, all Program staff are required to have an email address (personal or provided by the program) and maintain a secure password. The paper-based format requires that the SAMSHA Disaster Technical Assistance Center (“DTAC”) manage user access and establish accounts for only those people designated as responsible for data or program reporting.
- D. **Data Entry Responsibility:** Use of the mobile application allows crisis counselors to enter data and upload their forms into the online system. In Programs using paper forms, a data entry assistant will be responsible for data entry in the online system.

SUBAWARD COMPLIANCE

A. DEFINITIONS.

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

- (1) **Catalog of Federal Domestic Assistance Number (“CFDA#”)** means the identifying grant number.
- (2) **Data Universal Numbering System Number (“DUNS#”)** means the unique nine-digit identification **number** assigned to the Subrecipient.
- (3) **Federal Award Identification Number (“FAIN”)** identifies each federal award within an agency unique to each federal fiscal year. The federal fiscal year begins October 1 and ends September 30 of the following calendar year.
- (4) **Federal Awarding Agency and Office** is the federal agency and office associated with the federal grant.
- (5) **Subrecipient** means the **non-federal entity** (e.g, state or local government, or a nonprofit organization) receiving a subaward, from a pass-through entity (e.g., HHSA), to carry out part of a federal program, per 2 CFR part 200.

B. UNIFORM GUIDANCE PERTAINING TO FEDERAL AWARDS

- (1) Uniform administrative requirements, cost principles and audit requirements for federal awards are found in Title 2 of the Code of Federal Regulations (CFR) Part 200. Guidance specific to the programs administered by the federal Department of Health and Human Services can be found at 45 CFR Part 75 and guidance specific to programs administered by the federal Department of Agriculture can be found at 2 CFR Part 400, 415, 416, and 418.

C. AUDIT REQUIREMENT

- (1) Pursuant to 2 CFR Part 200—Subpart F, any non-federal entity that expends a combined total of \$750,000 or more per year in federal awards for the purposes of carrying out federal programs must have an annual Single or Program Specific Audit conducted. This funding threshold is the aggregate of funds from all federal sources, not just funds coming from any one pass-through entity. Subrecipients that meet this threshold are required to submit their annual Single or Program Specific Audit to HHSA;
- (2) Pursuant to 2 CFR Part 200 – Subpart D, HHSA requires Subrecipients who do not have an annual Single or Program Specific Audit, to provide their independently audited or reviewed financial statements, or an independent accountant’s report of Agreed Upon Procedures applied to the program expending the subaward.

- (3) Submit financial reports and supporting documentation to County annually within 30 days of receipt to Shasta County Health and Human Services Agency, Business and Support Services, Attention: HHSA Fiscal Manager, P.O. Box 496005, Redding, CA 96049-6005.

D. SUBAWARD IDENTIFYING INFORMATION

Federal Awarding Agency and Office	Federal Emergency Management Agency (FEMA)
FAIN	FEMA-4382-DR-CA
Grant Title	Crisis Counseling Program
Program Description	Due to the Presidential Major Disaster Declaration, Shasta County is now eligible for a Crisis Counseling and Training Program grant from FEMA. The mission of CCP is to assist individuals and communities recover from the effects of natural and man-made disasters by providing community-based outreach and psycho-educational services. CCP supports short-term interventions including: assisting disaster survivors understand their current situation and reactions, mitigating stress, assisting survivors review their disaster recovery options, promoting the use and development of coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies who may help survivors recover to pre-disaster functioning.
CFDA#	97.032 Crisis Counseling
Subrecipient	Northern Valley Catholic Social Service, Inc.
DUNS#	146491340

NORTHERN VALLEY CATHOLIC SOCIAL SERVICE BUDGET

Shasta County Health & Human Services Agency
1810 Market Street
Redding, CA 96001

NVCSS
2600 Washington Ave.
Redding, CA 96001

Multi-Year Service Budgets

Budget	ISP Budget Period 9/11/2018 - 06/30/2019 <i>mm/yy - mm/yy</i>	ISP Extension Budget Period 9/11/2018 - 06/30/2019 <i>mm/yy - mm/yy</i>	RSP Budget Period 7/1/2019 - 6/30/2020 <i>mm/yy - mm/yy</i>	Total Budgeted Costs
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Personnel/Position

FTE

Provider Program Manager	1.00	12,114.56	0	0	12,115
Team Lead	2.00	25,944.00	0	0	25,944
Crisis Counselors	10.00	93,251.20			93,251
Admin/Data Evaluation Specialist	0.50	5,106.00			5,106
Subtotal		136,415.76			136,416

Fringe Benefits (40.05%)		54,634.51	0	0	54,635
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Total Salary and Benefits		191,050.27	0	0	191,050
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Operating Expenses

Office Expenses/Supplies	600	0	0	600
Equipment				0
Rents/Leases		0	0	0
Utilities/Communications		0	0	0
Travel	7,521	0	0	7,521
Software				0
Insurance		0	0	0
Postage		0	0	0
Client Cost of Care				0
Copies	375	0	0	375
Maintenance Labor and Supplies		0	0	0

Total Operating Expenses	8,496	0	0	8,496
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Other Expenses

Fixed Assets				0
(OTHER - Please Specify)				0
(OTHER - Please Specify)				0
Total Other Expenses	0	0	0	0

Total Expenses	199,546	0	0	199,546
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Administrative Cost

(Not to exceed 10%)

Totals	199,546	\$0	\$0	199,546
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FOR COUNTY USE ONLY:

Cost Center _____
Account Code _____
Project Code _____
Activity Code _____

Exhibit D

FEMA Award Letter

(FEMA-4382-DR-CA)

August 21, 2018



U.S. Department of Homeland Security
FEMA-4382-DR-CA
10000 Goethe Road
Sacramento, CA 95827

FEMA

August 21, 2018

Mr. Charles Rabamad
Governor's Authorized Representative
California Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Dear Mr. Rabamad:

This is in response to the State's request for the Immediate Services Program, Catalog of Federal Domestic Assistance #97.032, funding under Section 416 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, as amended), for FEMA-4382-DR-CA. This request has been reviewed by FEMA and the Center for Mental Health Services. Based on the staff recommendations, I am approving the request and have obligated funds in the amount of **\$356,678.75**. The grant award is contingent upon the State meeting the attached conditions, exceptions, and budget adjustments within seven (7) calendar days of approval.

Funding for the Immediate Services Program closes October 3, 2018. Disbursement of the funding will be provided through SMARTLINK.

If the Regular Services Program is needed, an application must be made within 60 days of the presidential declaration. If an extension of the Immediate Services Program funding is needed while the Regular Services Program application is being processed, a written request must be submitted to the Regional Administrator prior to CLOSE DATE, indicating and justifying the amount of additional funding. If a request for the Regular Services Program funding for crisis counseling is submitted, you must include an Immediate Services Program mid-program report as part of the request.

A final Program Report and a final SF-425 Financial Report must be submitted to the Regional Administrator within 90 calendar days after the last day of Immediate Services Program funding.

Should you, or your staff have any questions, please contact Rebecca Suarez, Human Services Group Supervisor at (540) 532-4053.

Sincerely,

MARK H
ARMSTRONG
William Roche
Federal Coordinating Officer
FEMA-4382-DR-CA

Digitally signed by MARK H
ARMSTRONG
Date: 2018.08.21 19:19:39
-07'00'

CC: Donna Ures, Department of Health Care Services
Jamie Seligman, Substance Abuse and Mental Health Services Administration
Julie Liu, Substance Abuse and Mental Health Services Administration

Enclosure: FEMA-4382-DR-CA ISP Terms and Conditions (2 pages)

Special Program Requests for Award

Application for Federal Assistance (Standard Form 424 and 424A) Conditions of Award

- The State must submit a revised SF 424 and SF 424A reflecting the budget adjustments and the revised total program award of **\$356,678.75**.

State and Provider Conditions:

- The state must revise the State and Shasta County Summary Budget Tables reflecting recommended following changes.
- Due to a miscalculation of the Pre-award provider cost. The state total pre-award cost for Shasta County must be revised to \$62,189.48.
 - Due to the state Other Contractual Cost Category for Pre-Award Costs for Shasta County, the Total Cost line item of \$337,494 must be revised to \$339,783.26.
- The state Total State Cost (Pre-Award) line item of \$61,249.60 must be revised to \$63,538.60.
- The state Total State Cost (Total Costs) line item of \$354,389.75 must be revised to \$356,678.75.
- Shasta County Travel Pre-Award Cost budget table amount of \$2,289.00 was not provided in the Travel Subtotal Category. The state is requested to revise and ensure they include \$2,289.00 to the Travel Subtotal Category.
 - Due to the Travel Subtotal Category revision, the state needs to revise the Subtotal Direct Provider Charge from \$59,900.48 to \$62,189.48. Please be aware that the Subtotal Direct Provider Charges Total Cost (Pre Award and Projected Total) of \$333,283.26 is accurate.
 - Total Provider Charges for Pre-Award Cost of \$59,900.48 must be revised to \$62,189.48.
- Shasta County Team Leader is approved at the \$47.00 per hour wage. The State will need to justify the higher customary Team Leader hourly wage. For example, in other active California CCP programs such as Sonoma County, the Team Leader position wage is \$44.00 and Mendocino County it is \$31.00 per hour.
- Shasta County is approved at \$800 dollars per phone. The state will need to justify the higher customary price point for cell phones.

Provider	County	Recommended Total Funded Costs	Approved Total Provider Costs
State of California		\$16,895.49	\$16,895.49
California Department of Health Care Services	Shasta	\$337,494.26	\$339,783.26
Total		\$354,389.75	\$356,678.75

Standard Program Conditions of Award

Data Collection and Reporting

- Data on service delivery must be collected in accordance with the FEMA Crisis Counseling Assistance and Training Program data toolkit as approved by the U.S. Office of Management and Budget (OMB No. 0930-0270) with an expiration date of 09/30/2018. The state must use the Individual/Family Crisis Counseling Services Encounter Log, Group Encounter Log, Weekly Tally Sheet, Adult and Child/Youth Assessment and Referral Tools, and Service Provider and Participant Feedback Surveys.
- The State must identify an individual to serve as the lead contact for management of all data collection activities. All staff involved in outreach and service delivery must be specifically trained in the data collection requirements using the FEMA Crisis Counseling Assistance and Training Program data toolkit and data must be entered via the mobile application and/or the CCP Online Data Collection and Evaluation System <http://www.ccpdata.org>. For technical assistance regarding CCP data forms, data entry via the online system please contact the SAMHSA Disaster Technical Assistance Center (DTAC) at 1-800-308-3515 or DTAC@samhsa.hhs.gov.
- A final program report must be submitted to FEMA Region with a copy to SAMHSA/CMHS, if the State does not choose to submit for a Regular Services Program (RSP).

Fiscal Accounting and Monitoring

- Expenditures by the grantee, contractors, and all other grant participants must be separate from non-grant State expenditures and consistent with the fiscal guidelines of the FEMA Crisis Counseling Assistance and Training Program.

Training and Consultant Services

- CMHS will recommend appropriate a trainer and/or consultant for the State's Crisis Counseling Program. Any selection and use of trainers and consultants made by the State must receive written prior approval by the CMHS Project Officer.

Hotlines and Public Information Efforts

- The grantee must include contact information and/or a hotline number for the Crisis Counseling Assistance and Training Program on the State's website as part of the overall communication plan.

**Carr Fire Addendum
(Updated August 29, 2018)
FEDERAL PROVISIONS**

This addendum is attached hereto and incorporated herein. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of the agreement, the agreement's exhibits or appendices, and the provisions of this addendum, the provisions of this addendum shall govern. Failure to comply with any of the provisions set forth in this addendum, requirements incorporated by reference or any attachments is a material breach.

I. DEFINITIONS

- A. Contractor** shall have the same meaning as Consultant in this addendum.
- B. Government** means the United States of America and any executive department or agency thereof.
- C. FEMA** means the Federal Emergency Management Agency.
- D. Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

II. FEDERAL REQUIREMENTS AND CHANGES

- A.** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.
- B.** Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.
- C.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- D.** Whether or not expressly set forth herein, all contractual provisions required by FEMA are hereby incorporated by reference. In the event of any conflict between any provision of this agreement or any FEMA term, condition, or requirement, the stricter standard shall apply. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause County to be in violation of any FEMA term, condition, or requirement.
- E.** In the case of a contract for public works of improvement, the remedies set forth in California Civil Code section 3320 shall also be applicable.

III. ACCESS TO RECORDS

- A. The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under this agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this agreement or (b) the date County makes final payment under this agreement, except in the event of litigation or settlement of claims arising from the performance of this agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.
- D. The requirements set for in paragraphs A, B, and C above are all in addition to, and should not be considered to be in lieu of, those requirements set forth in Section 15 of the agreement.

IV. DEBARMENT AND SUSPENSION

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.
- C. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment 1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this agreement and Attachment 1, Contractor is the "prospective lower tier participant."
- D. The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- E. This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the

County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- F. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

- A. The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded meeting the definition of “federally assisted construction contract” under 41 C.F.R. § 61-1.3)

- A. Consultant agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). 41 C.F.R. 60-1.4 is hereby incorporated by reference.
- B. During the performance of this agreement, contractor agrees as follows:
 - 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants

will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States

VII. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3) Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60-1.4 is hereby incorporated by reference.

During the performance of this contract, the contractor agrees as follows:

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanics receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forth hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

- C. Withholding for unpaid wages and liquidated damages. The City shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (C) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (C) of this section.

VIII. NOTICE OF REPORTING REQUIREMENTS

- A. Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.
- B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

IX. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

- A. Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
 - 1) The copyright in any work developed with the assistance of funds provided under this agreement;
 - 2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this agreement.
- B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

X. ENERGY CONSERVATION REQUIREMENTS

- A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XI. CLEAN AIR AND WATER REQUIREMENTS (applicable to all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year)

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- B. Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.
- C. The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

XII. TERMINATION FOR CONVENIENCE OF COUNTY (applicable to all contracts in excess of \$10,000)

See Section 7.B of the agreement.

XIII. TERMINATION FOR DEFAULT (applicable to all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this agreement shall constitute an event of default under this agreement. See Section 7.A of the agreement.

XIV. CHANGES.

See Section 8 of the agreement.

XV. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)

- A. Contractor shall not use or pay any funds received under this agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. Contractor agrees to the provisions of Attachment 2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- C. Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XVI. MBE / WBE REQUIREMENTS

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- F. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

XVII. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XVIII. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

XIX. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

XX. DHS SEAL, LOGO, AND FLAGS.

The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including those of FEMA or the United States Coast Guard, without specific FEMA pre-approval.

Attachment 1 to Carr Fire Addendum

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.


Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Contractor Signature

9.5.18

Date

Attachment 2 to Carr Fire Addendum

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Contractor Signature

9.5.18

Date

