



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-18

For the meeting of: Tuesday, June 14, 2011

Date: Friday, May 20, 2011

To: Board of Supervisors

From: Phillip R. Crandall, Director  
Department of Health and Human Services

Subject: AGREEMENT WITH CHANGING TIDES FAMILY SERVICES FOR STAGE ONE CHILD CARE SERVICES FOR CalWORKs/WELFARE-TO-WORK (WtW) PARTICIPANTS FOR FISCAL YEAR 2011/12.

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the proposed Agreement with Changing Tides Family Services to provide Stage One Child Care Services to all CalWORKs recipients who are referred by Social Services Branch (SSB).
2. Authorize the Chair to execute three (3) copies of the Agreement.
3. Direct Clerk of the Board to route two (2) fully executed originals to the Director of Health and Human Services Social Services Branch.

SOURCE OF FUNDING:

Social Services 1160 Fund

Prepared by Ari Chandler, Administrative Analyst II

CAO Approval

*Cheryl Dillingham*

REVIEW:

Auditor \_\_\_\_\_ County Counsel *BD* Personnel \_\_\_\_\_ Risk Manager *NO for JG* Other \_\_\_\_\_

TYPE OF ITEM:

Consent  
 Departmental  
 Public Hearing  
 Other \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

Meeting of: \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Clendenen* Seconded by Supervisor *BASS*

Ayes *5*  
Nays *0*  
Abstain *0*  
Absent *0*

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *6/14/11*  
By: *Nancy Hampton*  
Kathy Hayes, Clerk of the Board

DISCUSSION:

Under the California Work Opportunity and Responsibility to Kids (CalWORKs) program, the State of California has instructed all counties to create and implement a County Plan to provide all applicants for and recipients of Cash Aid with the opportunity to obtain employment by offering a full range of employment training and supportive services, consistent with the needs of participants, that allow for informed choices in order to meet their employment goals.

The County CalWORKs Plan was approved by the Board of Supervisors on December 16, 1997 (item G-1). The plan includes the administration of child care services to all clients referred by the Department of Health and Human Services Social Services Branch who are determined eligible to Cash Aid through the CalWORKs program to be subcontracted with Changing Tides Family Services. Changing Tides Family Services, formerly the Humboldt Child Care Council has provided the management of child care services under the CalWORKs program since its implementation in 1997. Changing Tides Family Services will continue to provide these services during the Fiscal Year 2011/12.

FINANCIAL IMPACT:

The total budget for the Stage One Child Care Agreement is \$1,121,999 and is budgeted for Fiscal Year 2011-12. Of that total, \$841,500 is allocated to reimburse Changing Tides Family Services for child care vouchers. The remaining \$280,499 of the budget is for child care support services and administrative costs and will not exceed 25% of the total actual expenditures. Actual expenditures equal the sum of the total child care vouchers plus other Changing Tides Family Services costs for the period of the contract.

No costs or expenditures in excess of these limits shall be expended by either party unless the Agreement is amended in writing.

There is no additional impact to the County general fund.

OTHER AGENCY INVOLVEMENT:

None.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose to not approve the Agreement and child care services will not be provided to participants in CalWORKs/WtW program activities.

ATTACHMENTS:

1. Agreement for Services
  - a. Exhibit A – Changing Tides Family Services Responsibilities
  - b. Exhibit B – County Responsibilities
  - c. Exhibit C – Budget – Operating
  - d. Exhibit D – Budget – Child Care Payments
  - e. Exhibit E – Fiscal Provisions
2. Certificate of Insurance

## AGREEMENT FOR SERVICES

This Agreement is made and entered into this 14<sup>th</sup> day of June, 2011, by and between the County of Humboldt (hereinafter, COUNTY), a political subdivision of the State of California, and Changing Tides Family Services (hereinafter, CONTRACTOR), a non-profit organization.

### RECITALS

WHEREAS, COUNTY through its Department of Health and Human Services (DHHS) (Social Services Branch) desires to retain a Contractor to provide the following services:

Provide and arrange for appropriate child care services for CalWORKs recipients needing Stage I Child Care Services; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR is an agency with employees qualified to perform such services.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

- A. CONTRACTOR agrees to provide all of the services described in Exhibit A, consisting of two (2) pages, which exhibit is attached hereto and incorporated by reference. Said exhibit describes the responsibilities and services to be performed by CONTRACTOR under this Agreement.

B. COUNTY shall provide all of the services described in Exhibit B, consisting of one (1) page, which is attached hereto and incorporated by reference. Said exhibit describes the responsibilities and services to be performed by COUNTY under this Agreement.

2. ENTIRETY OF CONTRACT:

This Agreement shall constitute the entire Agreement between the parties relating to the subject matter of this Agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

3. TERM:

This Agreement shall commence upon July 1, 2011 and shall terminate on June 30, 2012.

4. COMPENSATION:

The budget for this cost reimbursement Agreement consists of two principal components: (1) CONTRACTOR child care support services and administration costs (services budget); and (2) reimbursement of child care provider costs (child care payment budget). The maximum reimbursable amount under the terms of this Agreement is One Million One Hundred Twenty One Thousand Nine Hundred Ninety Nine Dollars (\$1,121,999).

COUNTY shall pay up to Eight Hundred Forty One Thousand Five Hundred Dollars (\$841,500) to CONTRACTOR for reimbursement of child care payments. COUNTY shall reimburse CONTRACTOR monthly for child care support services and administrative costs as billed, not to exceed Two Hundred Eighty Thousand Four Hundred Ninety Nine Dollars (\$280,499) for the period July 1, 2011 through June 30, 2012.

The child care support services and administrative costs will not exceed 25% of total actual expenditures (actual expenditures equal total child care payments plus other CONTRACTOR costs for the period July 1, 2011 through June 30, 2012). No costs or expenditures in excess of these limits shall be expended on behalf of CalWORKs clients by CONTRACTOR or COUNTY unless this Agreement is amended in writing. The services and operating expenses shall be as set forth in Budget attached hereto as Exhibit C, consisting of one (1) page, and incorporated by reference. The estimated child care payment budget and total combined budget shall be as set forth in the Budget attached hereto as Exhibit D, consisting of one (1) page, and incorporated by reference.

The Fiscal Provisions are attached hereto as Exhibit E, consisting of one (1) page, and incorporated by reference.

5. PAYMENT:

CONTRACTOR shall submit an itemized invoice monthly to the COUNTY itemizing all work completed and costs incurred as of the invoice date.

Payment for work performed will be made within thirty (30) days after receipt of the invoice. Invoice to be submitted to CalWORKs Child Care Representative.

6. TERMINATION OR REDUCTION FOR LACK OF FUNDING:

COUNTY'S obligations under this Agreement are contingent upon the availability of county, state and/or federal funds. In the event such funding is terminated or reduced, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated or COUNTY'S maximum obligation reduced. COUNTY shall provide CONTRACTOR seven (7) days written notice of its intent to terminate this Agreement or its intent to reduce its maximum obligation under this Agreement.

7. TERMINATION FOR CAUSE:

If, in the opinion of COUNTY, CONTRACTOR fails to perform the services required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, COUNTY may terminate this Agreement immediately, upon notice. In such event, COUNTY shall pay to CONTRACTOR an equitable portion of the total remuneration as compensation for the portion of the work deemed acceptable by COUNTY, less the amount of any damages sustained by COUNTY as a result of CONTRACTOR'S breach of this Agreement. COUNTY shall be entitled to take possession of all studies,

drawings, computations, specifications and reports insofar as they are complete and acceptable to COUNTY.

8. TERMINATION FOR CONVENIENCE:

At any time and for any reason, upon thirty (30) days written notice to CONTRACTOR, COUNTY may terminate this Agreement and pay only for those services rendered as of the date when termination is effective.

Notice may be given by delivering a copy of said notice to CONTRACTOR personally, or by mailing a copy of said notice to CONTRACTOR. If mailed, notice shall be deemed received two days after deposit in the United States mail, postage prepaid, and addressed as set forth in Paragraph 10, Notices.

9. AMENDMENT:

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

10. NOTICES:

Notices shall be given to COUNTY at the following address:

Director  
Humboldt County Department of Health & Human Services  
Social Services Branch  
929 Koster Street Eureka, CA 95501

Notices shall be given to CONTRACTOR at the following address:

Executive Director  
Changing Tides Family Services  
2259 Myrtle Avenue  
Eureka, CA 95501

Notice shall be in writing and may be given by delivering a copy of said notice to CONTRACTOR or COUNTY personally, or by mailing a copy of said notice to CONTRACTOR or COUNTY. If mailed, notices shall be deemed received two (2) days after their deposit in the United States mail, postage prepaid and addressed as set forth above.

11. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, the party prevailing means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

12. NO WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of



this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default.

COUNTY shall have the right to demand of the CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

13. BOOK OF RECORD AND AUDIT PROVISIONS:

A. CONTRACTOR agrees to coordinate with COUNTY in the performance of this Agreement, timely preparation and maintenance of accurate and complete financial and performance records for a minimum of five (5) years from the date of final payment under this Agreement or until all pending county, state, and federal audits are completed, whichever is later. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work. In addition CONTRACTOR shall maintain detailed payroll records. CONTRACTOR agrees to maintain such records locally and make them available for inspection by county, state and federal representatives, during normal business hours, upon five (5) working

days notice.

- B. CONTRACTOR will permit COUNTY, state and/or federal government to audit all books, accounts or records relating to this Agreement for the purpose of compliance with applicable audit requirements relative to this Agreement. CONTRACTOR shall provide the COUNTY, state or federal governments with any relevant information required and shall permit access to its premises, during normal business hours, upon five (5) days notice.
- C. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency and for the cost of the audit. If CONTRACTOR is the party responsible for the deficiency, the cost of the audit and the deficiency shall be paid by CONTRACTOR within thirty (30) days of notice.
- D. CONTRACTOR'S rights and obligations under this provision shall continue after termination of the Agreement.

14. REPORTING:

CONTRACTOR agrees to provide COUNTY with any reports that may be required by County, State or federal agencies for compliance with this Agreement.

15. MONITORING:

CONTRACTOR agrees to extend to DHHS Director or designees, the right

to review and monitor records, programs or procedures, at any time, in regards to clients, as well as the overall operation of CONTRACTOR's programs in order to ensure compliance with the terms and conditions of this Agreement.

16. ASSIGNMENT:

Neither party shall assign its obligations under this Agreement without the prior written consent of the other. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement.

17. SUBCONTRACTING:

CONTRACTOR shall not subcontract any portion of the work required by this Agreement without prior written approval of COUNTY.

18. RELATIONSHIP OF PARTIES:

CONTRACTOR shall perform all work and services as described herein as an independent CONTRACTOR. No person performing any of the work or services described herein shall be considered an officer, agent, servant or employee of COUNTY, nor shall any such person be entitled to any benefits, including but not limited to Workers' Compensation Benefits, available or granted to employees of COUNTY. CONTRACTOR shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between COUNTY and

CONTRACTOR.

19. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that CONTRACTOR is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR becomes a nuclear weapons contractor.

20. COMPLIANCE WITH APPLICABLE LAWS:

CONTRACTOR shall comply with any and all applicable federal, state and local laws affecting the services covered by this Agreement, including, but not limited to, the Americans with Disabilities Act.

21. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§394 and 395.

22. REVERENCE TO LAWS AND RULES:

In the event any law, regulation or policy referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

23. NONDISCRIMINATORY DELIVERY OF SOCIAL SERVICES:

CONTRACTOR agrees that it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; Title II of the Americans With Disabilities Act of 1990, as amended; the Age Discrimination Act of 1972, as amended; the Food Stamp Act of 1977, as amended; California Civil Code, Section 51 et seq., as amended; California Government Code, Section 4450 et seq as amended and other applicable federal and state laws and their implementing regulations, all as outlined in California DSS Manual Division 21. The CONTRACTOR agrees to ensure that the administration of public assistance and social services programs are nondiscriminatory, and that no person shall, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, political affiliation, sex, age or sexual orientation be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal or state financial assistance. The COUNTY reserves the right to monitor the CONTRACTOR for compliance with the requirements of this paragraph

and Division 21.

24. NONDISCRIMINATORY EMPLOYMENT:

In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, political affiliation, sex, age or sexual orientation. This policy does not require the employment of unqualified persons. CONTRACTOR further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Welfare and Institutions Code Section 10000, CDSS MPP Division 21, and other applicable federal and state laws to ensure that employment practices are non-discriminatory.

CONTRACTOR shall comply with United States Executive Order 11246, entitled "Equal Employment Opportunity." United States Executive Order 11375 and supplemented in 45 CFR, Part 60, amends this. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

25. CONFIDENTIAL INFORMATION:

In the performance of this Agreement, CONTRACTOR may receive confidential information. Said information may be confidential under the laws of California, including but not limited to Welfare and Institutions

Code Sections 827, 10850; Division 19 California Department of Social Services Manual of Policies and Procedures, Confidentiality of Information; and/or the laws of the United States. CONTRACTOR shall comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.

26. INSURANCE:

- a. THIS CONTRACT SHALL NOT BE EXECUTED BY COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- b. Without limiting CONTRACTOR'S indemnification obligations provided for herein, CONTRACTOR shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONTRACTOR, its agents, officers, directors employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of one million dollars (\$1,000,000) per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
2. Automobile/Motor liability Insurance with a limit of liability of not less than one million dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all "owned", "hired", and "non owned" vehicles or coverage for "any auto".
3. Workers Compensation and Employers Liability Insurance providing workers' compensation benefits as required by the Labor Code of the State of California. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees. In all cases, the above insurance shall include Employers Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and disease.



4. Insurance Notices:

County of Humboldt  
Attn: Risk Management  
825 5<sup>th</sup> Street, Room 131  
Eureka, CA 95501

c. **Special Insurance Requirements**. Said policies shall unless otherwise specified herein be endorsed with, the following provisions:

- (1) The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:
  - a. Includes contractual liability.
  - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
  - c. Is primary insurance as regards to County of Humboldt.
  - d. Does not contain a pro-rata, excess only, and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.

- (2) The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 10. It is further understood that CONTRACTOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
- (3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
- (4) For claims related to this project, the CONTRACTOR'S insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to CONTRACTOR'S insurance and will not be called upon to contribute with it.
- (5) Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.
- (6) CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as

approved by the COUNTY'S Risk Manager or COUNTY Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to CONTRACTOR under this Contract.

- (7) COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and CONTRACTOR shall be required to purchase additional coverage to meet the aggregate limits set forth above.

27. HOLD HARMLESS/INDEMNIFICATION CLAUSE

CONTRACTOR shall hold harmless, defend and indemnify the COUNTY and its officers, officials, employees, volunteers and elective and appointive boards from and against any and all liability loss, all claims, losses, damages, including damage expense, costs (including without limitation, costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY. This indemnification shall extend to

claims, losses, damages, injury, and liability for injuries occurring after completion of CONTRACTOR'S services, as well as during the progress of rendering such services.

Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR'S operations regardless if any insurance is applicable or not.

28. MEDIA RELEASE:

All press releases and informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers, Internet). In addition, CONTRACTOR shall inform COUNTY of requests for interviews by media related to this Agreement prior to such interviews taking place. COUNTY reserves the right to have a representative present at such interviews. All notices required by this provision shall be given to the Director of the County Department of Health and Human Services or his designee.

29. LICENSING:

CONTRACTOR shall maintain the appropriate licenses throughout the life of this Agreement.

30. TITLE:

It is understood that any and all documents, information, and reports

concerning this project prepared by and/or submitted by CONTRACTOR shall be the property of COUNTY. CONTRACTOR may retain reproducible copies of drawings and copies of other documents. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writing and documents to COUNTY without exception or reservation.

31. STANDARD OF PRACTICE:

CONTRACTOR warrants that CONTRACTOR has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR'S duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

32. BINDING EFFECT:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

33. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

34. INTERPRETATIONS:

As both parties jointly prepared this Agreement, the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

35. RESTRICTIONS, LIMITATIONS OR CONDITIONS:

This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the federal and/or State governments that may affect the provisions, terms or funding of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first herein above written.

(SEAL)

ATTEST:  
CLERK OF THE BOARD

BY Nancy F. Hampton  
COUNTY:

BY M. [Signature]  
CHAIR, BOARD OF SUPERVISORS  
COUNTY OF HUMBOLDT  
STATE OF CALIFORNIA

CONTRACTOR:

BY [Signature] for Card Hill  
EXECUTIVE DIRECTOR

BY [Signature]  
DEPUTY DIRECTOR

APPROVED AS TO FORM:  
COUNTY COUNSEL

BY [Signature]

INSURANCE CERTIFICATES  
APPROVED

BY [Signature] for Joann Gath  
RISK MANAGER

## Exhibit A

### CHANGING TIDES FAMILY SERVICES RESPONSIBILITIES

Changing Tides Family Services will be responsible for the following:

- A. Provide information to CalWORKs clients regarding subsidized child care options and the Centralized Eligibility List (CEL).
- B. Process reimbursements up to a maximum of \$841,500 to child care providers using daily attendance sheets as source documents, making payments to child care providers in a timely manner for the expense of authorized child care, with rates that do not exceed the applicable market rate ceilings, as utilized by California Department of Education Alternative Payment child care programs.
- C. Provide child care referrals from an updated comprehensive database of local child care providers for those participants who require assistance in obtaining child care.
- D. Provide information regarding quality child care and any required consumer education materials developed by the State.
- E. Maintain a log of parental complaints modeled upon the system used to document complaints from families served under California Department of Education Alternative Payment child care programs.
- F. Submit an invoice to COUNTY for child care supportive services and administrative costs and child care provider reimbursement by the 20th of each month for expenses incurred in the previous month.
- G. Provide data reports as requested by COUNTY.
- H. Assist in coordinating the transfer of clients between Stages I and II child care funds and subsidized funding in the larger community so as to support continuity of services to eligible children and maintain accurate record keeping of same.
- I. Assist clients to complete the fingerprinting and TrustLine application process, as appropriate.
- J. Maintain child care provider files containing licensing information, TrustLine information, provider fee/rate schedules, provider and client verification of receiving child care program rules, Fraud statement, etc.



- K. Inform parents who wish to use in-home child care providers that the parents are accepting responsibility for meeting minimum wage and tax requirements.
- L. Inform child care providers of training opportunities to enhance their skills and their ability to build capacity.
- M. Inform parents and child care providers of policies regarding circumstances under which providers will not be eligible to receive payment.
- N. As expenditures on child care payments and related expenses by Changing Tides Family Services are contingent on referrals to Changing Tides Family Services from COUNTY, it is understood that this contract may be augmented through an amendment in FY 11/12 should service demand support such as an augmentation.

## Exhibit B

### COUNTY RESPONSIBILITIES

COUNTY will be responsible for the following:

- A. Refer **CalWORKs** participants to CONTRACTOR in a timely manner for assistance with their child care services needs.
- B. Provide necessary documentation to CONTRACTOR for accurate calculation of payment in a timely manner.
- C. Collection of child care overpayments.
- D. Additional screening of the exempt provider beyond the TrustLine Registry requirements (if desired by COUNTY).
- E. Provide office space and telephone facilities for child care services activities.
- F. Reimburse CONTRACTOR for child care support service and administrative costs and child care payments within thirty (30) days after receipt of invoice, provided that CONTRACTOR submits that invoice for reimbursement of child care payment and cost of services incurred in the previous month associated with this Agreement.

Exhibit C

WELFARE TO WORK CHILD CARE OPERATING/SERVICES BUDGET

JULY 1, 2011 TO JUNE 30, 2012

<b>SALARIES/BENEFITS</b>	<b>FTE</b>	<b>AMOUNT</b>
Child Care Coordinators	2.00	\$ 60,762.00
CCS Division Director	0.35	22,649.42
Program Analyst	1.00	26,169.00
Program Assistant	.20	4,500.60
<b>Total Salaries</b>		\$114,081.02
<b>Total Benefits</b>		34,224.31
<b>SUBTOTAL</b>		\$148,305.33
<b>OPERATING EXPENSES</b>		
Supplies/Maintenance		6,213.46
Computer Tech Assistance		4,648.75
Audit		2,729.72
Travel In County		166.48
Travel Out of County		-
Advertising		1,864.22
Insurance		1,610.40
Equip Lease		1,132.48
Rent		13,396.54
Telephone/ Utilities		7,013.78
Equipment		1,229.88
General Expenses		9,076.92
Indirect Expense		83,111.04
<b>Total Operating Expenses</b>		\$132,193.67
<b>TOTAL SERVICES BUDGET</b>		\$ 280,499.00

Exhibit D

WELFARE TO WORK  
ESTIMATED CHILD CARE PAYMENTS BUDGET  
and  
TOTAL COMBINED BUDGET  
JULY 1, 2011 TO JUNE 30, 2012

CHILD CARE PAYMENTS	AMOUNT
	\$ 841,500.00
	<hr/>
TOTAL PAYMENTS	\$ 841,500.00
TOTAL SERVICES BUDGET	\$ 280,499.00
<b>TOTAL COMBINED BUDGET</b>	<b>\$ 1,121,999.00</b>

## Exhibit E

### Fiscal Provisions

- A. COUNTY shall reimburse CONTRACTOR on the basis of monthly cost reports submitted on the twentieth day following the report month. These reports, signed by a Changing Tides Family Services authorized representative, will use a fiscal reporting format mutually agreed upon by COUNTY and CONTRACTOR.
- B. CONTRACTOR will submit a final summary of all service related and child care payment costs within ninety (90) days following the end date of the agreement. A total of all child care payments (with detail for child care payments costs not previously billed) and a total by cost category of cumulative service costs will be included in this report. The authorized agency representative must sign this final report.
- C. CONTRACTOR shall reimburse COUNTY \$136 per month (based on square footage) for premises rent. CONTRACTOR shall mail its payment, subject to billing by COUNTY, so that it is received on or before the 15th day of each month for the previous month's rent.
- D. COUNTY shall reimburse CONTRACTOR for actual costs of child care payments up to a maximum of \$841,500. Should the actual cost of child care payments exceed \$841,500 due to COUNTY'S service demands, this Agreement may be amended in writing to increase the budget.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/28/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CAN Insurance Services P.O. Box 640 Capitola CA 95010-		<b>CONTACT NAME:</b> Kim Fontaine <b>PHONE (A/C, No, Ext):</b> (831) 824-5030 <b>FAX (A/C, No):</b> (831) 824-5064 <b>EMAIL ADDRESS:</b> kim@caninsurance.com <b>PRODUCER CUSTOMER ID:</b> Changing Tides Family Services	
<b>INSURED</b> Changing Tides Family Services 2259 Myrtle Avenue Eureka CA 95501-		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Nonprofits Ins Alliance of CA	<b>NAIC #:</b> none
		<b>INSURER B:</b> Star Insurance Company	<b>NAIC #:</b> 18023
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDITIONAL SUBRS INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			2010-01971-NPO	10/06/2010	10/06/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				/ /	/ /	DAMAGE TO RENTED PREMISES (If a occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR				/ /	/ /	MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> Professional Liability				/ /	/ /	PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Improper Sexual Conduct				/ /	/ /	GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				/ /	/ /	PRODUCTS - COM/PROP AGG \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				/ /	/ /	\$
	AUTOMOBILE LIABILITY			2010-01971-NPO	10/06/2010	10/06/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				/ /	/ /	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				/ /	/ /	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				/ /	/ /	PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				/ /	/ /	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				/ /	/ /	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			2010-01971-UMB	10/06/2010	10/06/2011	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE				/ /	/ /	AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				/ /	/ /	\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				/ /	/ /	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NCHSTR0504542	07/01/2010	07/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		/ /	/ /	E.L. EACH ACCIDENT \$ 1,000,000
					/ /	/ /	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					/ /	/ /	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
					/ /	/ /	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The County of Humboldt, its Agents, officers, supervisors and employees are named as additional insured with respects to the operations of the named insured.


**CERTIFICATE HOLDER****CANCELLATION**

( ) - ( ) -

County of Humboldt  
 Risk Manager  
 825-5th St Rm 111  
 Eureka CA 95501-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

County of Humboldt, its agents, officers, supervisors and employees

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon on you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the Person(s) Or Organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.
- C. The insurance shall be primary as respects the additional insured shown in the schedule

above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the additional insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.