



COUNTY OF HUMBOLDT

D-7

For the meeting of: Tuesday, June 9, 2009

Date: May 5, 2009

To: BOARD OF SUPERVISORS

From: PHILLIP R. CRANDALL, DIRECTOR
DEPARTMENT OF HEALTH AND HUMAN SERVICES, SOCIAL SERVICES
BRANCH

BCM

Subject: FIRST AMENDMENT TO AGREEMENT WITH CHANGING TIDES FAMILY
SERVICES FOR STAGE ONE CHILD CARE SERVICES FOR CalWORKs/WtW
PARTICIPANTS FOR FISCAL YEAR 2009/2010.

RECOMMENDATIONS:

That the Board of Supervisors:

1. Approve the proposed First Amendment to the 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 Amendment.
3. Direct Clerk of the Board to route two (2) fully executed originals to the Director, Department of Health and Human Services, Social Services Branch.

SOURCE OF FUNDING:

CalWORKs Single Allocation.

Prepared by Ari Chandler, Admin. Analyst II (WTW)

CAO Approval

Phillip Smith Hayes

REVIEW:	Auditor <i>[Signature]</i>	County Counsel <i>BA</i>	Personnel _____	Risk Manager <i>[Signature]</i>	Other _____
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TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor **LOVELACE**
 Seconded by Supervisor **NEELY**
 And unanimously carried by those members present,
 The Board hereby adopts the recommended action
 contained in this report.

PREVIOUS ACTION/REFERRAL:

Board Order No. D-13

Meeting of: May 27, 2008

Dated: June 9, 2009
Kathy Hayes, Clerk of the Board

By: *[Signature]*

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. The plan includes the administration of child care services to all clients referred by SSB who are apparently eligible for 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 managed child care services under the **CalWORKs** program since 1997. Changing Tides Family Services will continue to provide these services during the Fiscal Year 2009/10.

The Amendment modifies the term of the agreement, and changes the terminology by replacing the word "voucher" with the phrase "child care payment."

FINANCIAL IMPACT:

The total Stage One Child Care Agreement budget is \$1,246,666.00. Of that total, \$935,000 is budgeted to reimburse Changing Tides Family Services for child care payments. The remainder 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 total child care payments 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.

This Agreement is funded through the State **CalWORKs** Single Allocation. There is no cost to the County general fund.

OTHER AGENCY INVOLVEMENT:

N/A.

ATTACHMENTS:

1. Proposed Amendment Original Agreement Executed on May 27, 2008
2. Original Agreement Executed on May 27, 2008
3. Certificate of Liability Insurance
4. Certificate of Workers' Compensation Insurance

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 27 day of May, 2008, by and between the County of Humboldt (COUNTY), a political subdivision of the State of California, and Changing Tides Family Services (hereinafter, CONTRACTOR), a non-profit organization.

RECITALS

WHEREAS, COUNTY 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.

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

1. SCOPE OF SERVICES

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 work to be performed by CONTRACTOR under this Agreement.

2. TERM

This Agreement shall commence on July 1, 2008 and shall terminate on June 30, 2009.

3. 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 (voucher budget). The maximum reimbursable amount under the terms of this Agreement is One Million Two Hundred Forty Six Thousand Six Hundred Sixty Six dollars (\$1,246,666).

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

COUNTY shall pay up to Nine Hundred Thirty Five Thousand dollars (\$935,000) to CONTRACTOR for reimbursement of child care vouchers. COUNTY shall reimburse CONTRACTOR monthly for child care support services and administrative costs as billed, not to exceed Three Hundred Eleven Thousand Six Hundred Sixty Six dollars (\$311,666) for the period July 1, 2008 through June 30, 2009.

The child care support services and administrative costs will not exceed 25% of total actual expenditures (actual expenditures equals total child care vouchers plus other CONTRACTOR costs for the period July 1, 2008 through June 30, 2009). 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 B, consisting of one (1) page, and incorporated by reference. The estimated child care voucher budget and total combined budget shall be as set forth in the Budget attached hereto as Exhibit B.1, consisting of one (1) page, and incorporated by reference. The Fiscal Provisions are attached hereto as Exhibit C, consisting of one (1) page, and incorporated by reference.

4. 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.

5. COUNTY RESPONSIBILITIES

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

6. 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.

7. 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

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

funding of this Agreement.

8. INSURANCE

A. This contract/agreement 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, are filed with the Clerk of the Humboldt County Board of Supervisors.

B. Without limiting CONTRACTOR'S indemnification provided herein, CONTRACTOR shall, and shall require any of its subcontractors, to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers 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, employees 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 \$3,000,000 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. 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. Said policy shall contain, or be endorsed with, the following provisions:

a. The COUNTY, its officers, employees and agents, 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, agents, and employees.

b. The policy shall not be canceled or materially reduced in coverage

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

without thirty (30) days prior written notice (10 days for non-payment of the premium) to COUNTY by certified mail.

c. 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.

d. 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.

e. 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, employees, and agents.

(2) Automobile liability insurance with coverage at least as broad as Insurance Services Office form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of premium) to COUNTY by certified mail.

(3) Workers' Compensation and Employer's Liability insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.

C. CONTRACTOR shall furnish COUNTY with certificates and original

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

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. All coverages shall be with insurance carriers licensed and admitted to do business in California. All coverages shall be with insurance carriers acceptable to COUNTY.

9. HOLD HARMLESS/INDEMNIFICATION CLAUSE

A. CONTRACTOR will indemnify, hold harmless and assume the defense of, the COUNTY, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from CONTRACTOR'S operations or from any persons directly or indirectly employed by, or acting as agent for, CONTRACTOR, excepting 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.

B. 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.

10. 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.

11. 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.

12. SUBCONTRACTING

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

13. LICENSING

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

14. 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.

15. NONDISCRIMINATORY EMPLOYMENT

In connection with the execution of this Agreement, CONTRACTOR shall not

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

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.

16. 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; and California Civil Code, Section 51 et seq., as amended; and 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

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

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.

17. 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.

18. 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.

19. TERMINATION 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.

20. 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

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

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.

21. 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 (2) days after deposit in the United States mail, postage prepaid and addressed as set forth in Paragraph 22, Notices.

22. NOTICES

Notices shall be given to COUNTY at the following address:

Beverly Morgan Lewis, Director
Humboldt County Department of Health and Human Services
Social Services Branch
929 Koster Street
Eureka, CA 95501

Notices shall be given to CONTRACTOR at the following address:

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

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

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.

23. 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.

24. 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.

25. 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.

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

26. 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.

27. 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.

28. 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.

29. NO WAIVER

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.

30. 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.

31. 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

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

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.

32. 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.

33. 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

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

designee.

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 Wikki Turner

COUNTY:

BY [Signature]

CHAIR, BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT
STATE OF CALIFORNIA

CONTRACTOR:

BY Carol A. Hill
EXECUTIVE DIRECTOR

BY [Signature]
DEPUTY DIRECTOR

APPROVED AS TO FORM:

COUNTY COUNSEL

BY Joyce Stigter

INSURANCE CERTIFICATES

APPROVED

BY _____
RISK MANAGER

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

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 \$935,000 to child care providers using vouchers 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, pursuant to the most recent Regional Market Rate Survey of California Child Care providers.
- 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.

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

- 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 vouchers 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 08/09 should service demand support such as an augmentation.

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

Exhibit B

WELFARE TO WORK CHILD CARE OPERATING/SERVICES BUDGET

JULY 1, 2008 TO JUNE 30, 2009

SALARIES/BENEFITS	FTE	AMOUNT
Child Care Case Managers	1	\$ 26,126.10
CCS Division Director	.3	18,489.34
CCS Manager	.4	14,832.09
Office Assistant	.2	3,785.63
Program Coordinator	1	31,100.55
Processing Specialist	2	42,138.11
Program Analyst	.3	7,593.04
Total Salaries		<u>\$144,064.87</u>
Total Benefits		<u>\$38,095.62</u>
SUBTOTAL		<u>\$182,160.48</u>
OPERATING EXPENSES		
Supplies/Maintenance		9,812.00
Computer Tech Assistance		8,640.00
Travel In County		1,295.00
Travel Out of County		1,349.00
Advertising		1,234.00
Insurance		1,985.00
Equip Lease		1,092.00
Rent		11,252.00
Telephone		2,997.00
General Expenses		\$23,011.00
Indirect Cost		\$66,837.00
Total Operating Expenses		<u>\$129,506</u>
TOTAL SERVICES BUDGET		<u>\$ 311,666.00</u>

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

Exhibit B.1

WELFARE TO WORK
CHILD CARE
ESTIMATED VOUCHERS BUDGET
And
TOTAL COMBINED BUDGET
JULY 1, 2008 TO JUNE 30, 2009

CHILD CARE VOUCHER PAYMENTS	AMOUNT
	\$ 935,000.00
	<hr/>
TOTAL VOUCHER PAYMENTS	\$ 935,000.00
TOTAL SERVICES BUDGET	\$ 311,666.00
TOTAL COMBINED BUDGET	\$ <u>1,246,666.00</u>

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

Exhibit C

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 voucher costs within ninety (90) days following the end date of the agreement. A total of all vouchers (with detail for voucher 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 vouchers up to a maximum of \$935,000. Should the actual cost of child care vouchers exceed \$935,000 due to COUNTY'S service demands, this Agreement may be amended in writing to increase the budget.

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

Exhibit D

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.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/23/2009

PRODUCER (831) 824-5030
CAN Insurance Services
P.O. Box 640

Capitola CA 95010-

INSURED
Changing Tides Family Services
2259 Myrtle Avenue

Eureka CA 95501-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: NIAC	
INSURER B: Tower Select Insurance Co	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Event Trigger <input checked="" type="checkbox"/> Social Service PL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2008-01971-NPO	10/06/2008	10/06/2009	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 3000000 PRODUCTS - COMP/OP AGG \$ 3000000 EBL 1000000
A	X		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2008-01971-NPO	10/06/2008	10/06/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	X		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	2008-01971-UMB-NPO	10/06/2008	10/06/2009	EACH OCCURRENCE \$ 500000 AGGREGATE \$ 500000 \$ \$ \$
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSIWD7 0824124 00	07/01/2008	07/01/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
			OTHER		/ /	/ /	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
The County of Humboldt, its Agents, officers, supervisors and employees are named as additional insured with respects to the operations of the named insured. 10 days notice of cancellation for non payment of premium.

CERTIFICATE HOLDER

() - () -

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND BY MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY MAIL~~
~~YOU ARE TO BE SOLELY RESPONSIBLE FOR THE CANCELLATION OF ANY KIND UPON THE INSURER TO VERIFY OR REPRESENTATIVE.~~
AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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

<p>Name Of Additional Insured Person(s) Or Organization(s)</p> <p>County of Humboldt, its agents, officers, supervisors and employees</p>
<p>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.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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.

FIRST AMENDMENT TO CONTRACT BETWEEN
COUNTY OF HUMBOLDT AND CHANGING TIDES FAMILY SERVICES

This Amendment to the contract entered into between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Changing Tides Family Services, hereinafter called "CONTRACTOR," executed on May 27, 2008, is entered this 9 day of June, 2009.

WHEREAS, COUNTY 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.

WHEREAS, COUNTY and CONTRACTOR seek to extend the term of the Agreement, specify the compensation for the extended term and to update the terminology of vouchers to child care payments throughout the Agreement and exhibits.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. Paragraph 1, SCOPE OF SERVICES is amended to read as follows:

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

Exhibit A-I, Paragraph B is amended to read as follows:

Process reimbursements up to a maximum of \$935,000 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, pursuant to the most recent Regional Market Rate Survey of California Child Care providers.

Exhibit A-I, Paragraph N is amended to read as follows:

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 09/10 should service demand support such as an augmentation.

2. Paragraph 2, TERM is amended to read as follows:

This Agreement shall commence on July 1, 2008 and shall terminate on June 30, 2010.

3. Paragraph 3, COMPENSATION is amended to read as follows:

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, Two Hundred Forty Six Thousand, and Six Hundred Sixty Six Dollars (\$1,246,666).

COUNTY shall pay up to Nine Hundred Thirty Five Thousand Dollars (\$935,000) 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 Three Hundred Eleven Thousand, Six Hundred Sixty Six Dollars (\$311,666) for the period July 1, 2008 through June 30, 2009.

COUNTY shall pay up to Nine Hundred Thirty Five Thousand Dollars (\$935,000) 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 Three Hundred Eleven Thousand, Six Hundred Sixty Six Dollars (\$311,666) for the period July 1, 2009 through June 30, 2010.

The child care support services and administrative costs will not exceed 25% of total actual expenditures (actual expenditures equals total child care payments plus other CONTRACTOR costs for the period July 1, 2008 through June 30, 2009). 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 child care support services and administrative costs will not exceed 25% of total actual expenditures (actual expenditures equals total child care payments plus other CONTRACTOR costs for the period July 1, 2009 through June 30, 2010). 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 for July 1, 2008 – June 30, 2009 shall be as set forth in Budget attached hereto as Exhibit B, consisting of one (1) page, and incorporated by reference. The estimated child care payment budget and total

combined budget for July 1, 2008 – June 30, 2009 shall be as set forth in the Budget attached hereto as Exhibit B.1, consisting of one (1) page, and incorporated by reference. The Fiscal Provisions are attached hereto as Exhibit C, consisting of one (1) page, and incorporated by reference.

The services and operating expenses for July 1, 2009 – June 30, 2010 shall be as set forth in Budget attached hereto as Exhibit B-I, consisting of one (1) page, and incorporated by reference. The estimated child care payment budget and total combined budget for July 1, 2009 – June 30, 2010 shall be as set forth in the Budget attached hereto as Exhibit B.1-I, consisting of one (1) page, and incorporated by reference. The Fiscal Provisions are attached hereto as Exhibit C-I, consisting of one (1) page, and incorporated by reference.

Exhibit C-I, Paragraph B is amended to read as follows:

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.

Exhibit C-I, Paragraph D is amended to read as follows:

COUNTY shall reimburse CONTRACTOR for actual costs of child care payments up to a maximum of \$935,000. Should the actual cost of child care payments exceed \$935,000 due to COUNTY'S service demands, this Agreement may be amended in writing to increase the budget.

4. In all other respects the July 1, 2008, contract between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the first Amendment to the contract of June 9 20 09, on the date indicated above.

(SEAL)

ATTEST:

CLERK OF THE BOARD

BY Yfiki Turner

COUNTY:

BY Jimmy Smith

CHAIR, BOARD OF SUPERVISORS

COUNTY OF HUMBOLDT

STATE OF CALIFORNIA

CONTRACTOR:

BY Carol A Hill

EXECUTIVE DIRECTOR

BY Donna Miller-Michaud

DEPUTY DIRECTOR

APPROVED AS TO FORM:

COUNTY COUNSEL

BY Blas Argo

INSURANCE CERTIFICATES

APPROVED

BY Glen Bath

RISK MANAGER

Exhibit A-I

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 \$935,000 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, pursuant to the most recent Regional Market Rate Survey of California Child Care providers.
- 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 09/10 should service demand support such as an augmentation.

Exhibit B-I

WELFARE TO WORK CHILD CARE OPERATING/SERVICES BUDGET

JULY 1, 2009 TO JUNE 30, 2010

SALARIES/BENEFITS	FTE	AMOUNT
Child Care Case Managers	100%	\$ 25,824.82
CCS Division Director	30%	20,384.48
CCS Manager	45%	17,315.93
Office Assistant	25%	5,047.66
Program Coordinator	100%	23,041.20
Processing Specialist	100%	23,657.40
Program Analyst	20%	15,902.25
Total Salaries		<u>\$131,173.74</u>
Total Benefits		42,838.92
SUBTOTAL		<u>\$174,012.66</u>
 OPERATING EXPENSES		
Supplies/Maintenance		10,846.56
Computer Tech Assistance		11,931.22
Travel In County		1,301.59
Travel Out of County		325.40
Advertising		2,169.31
Insurance		4,013.23
Equip Lease		1,084.66
Rent		14,100.53
Telephone		2,291.01
 General Expenses		 16,802.38
Indirect Cost		72,787.45
Total Operating Expenses		<u>\$137,653.34</u>
 TOTAL SERVICES BUDGET		 \$ 311,666.00

Exhibit B.1-I

WELFARE TO WORK
ESTIMATED CHILD CARE PAYMENTS BUDGET
And
TOTAL COMBINED BUDGET
JULY 1, 2009 TO JUNE 30, 2010

CHILD CARE PAYMENTS	AMOUNT
	\$ 935,000.00
	<hr/>
TOTAL PAYMENTS	\$ 935,000.00
TOTAL SERVICES BUDGET	\$ 311,666.00
TOTAL COMBINED BUDGET	\$ 1,246,666.00

Exhibit C-I

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 \$935,000. Should the actual cost of child care payments exceed \$935,000 due to COUNTY'S service demands, this Agreement may be amended in writing to increase the budget.

D-7

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 27 day of May, 2008, by and between the County of Humboldt (COUNTY), a political subdivision of the State of California, and Changing Tides Family Services (hereinafter, CONTRACTOR), a non-profit organization.

RECITALS

WHEREAS, COUNTY 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.

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

1. SCOPE OF SERVICES

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 work to be performed by CONTRACTOR under this Agreement.

2. TERM

This Agreement shall commence on July 1, 2008 and shall terminate on June 30, 2009.

3. 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 (voucher budget). The maximum reimbursable amount under the terms of this Agreement is One Million Two Hundred Forty Six Thousand Six Hundred Sixty Six dollars (\$1,246,666).

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

COUNTY shall pay up to Nine Hundred Thirty Five Thousand dollars (\$935,000) to CONTRACTOR for reimbursement of child care vouchers. COUNTY shall reimburse CONTRACTOR monthly for child care support services and administrative costs as billed, not to exceed Three Hundred Eleven Thousand Six Hundred Sixty Six dollars (\$311,666) for the period July 1, 2008 through June 30, 2009.

The child care support services and administrative costs will not exceed 25% of total actual expenditures (actual expenditures equals total child care vouchers plus other CONTRACTOR costs for the period July 1, 2008 through June 30, 2009). 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 B, consisting of one (1) page, and incorporated by reference. The estimated child care voucher budget and total combined budget shall be as set forth in the Budget attached hereto as Exhibit B.1, consisting of one (1) page, and incorporated by reference. The Fiscal Provisions are attached hereto as Exhibit C, consisting of one (1) page, and incorporated by reference.

4. 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.

5. COUNTY RESPONSIBILITIES

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

6. 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.

7. 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

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

funding of this Agreement.

8. INSURANCE

A. This contract/agreement 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, are filed with the Clerk of the Humboldt County Board of Supervisors.

B. Without limiting CONTRACTOR'S indemnification provided herein, CONTRACTOR shall, and shall require any of its subcontractors, to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers 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, employees 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 \$3,000,000 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. 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. Said policy shall contain, or be endorsed with, the following provisions:

a. The COUNTY, its officers, employees and agents, 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, agents, and employees.

b. The policy shall not be canceled or materially reduced in coverage

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

without thirty (30) days prior written notice (10 days for non-payment of the premium) to COUNTY by certified mail.

c. 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.

d. 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.

e. 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, employees, and agents.

(2) Automobile liability insurance with coverage at least as broad as Insurance Services Office form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of premium) to COUNTY by certified mail.

(3) Workers' Compensation and Employer's Liability insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.

C. CONTRACTOR shall furnish COUNTY with certificates and original

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

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. All coverages shall be with insurance carriers licensed and admitted to do business in California. All coverages shall be with insurance carriers acceptable to COUNTY.

9. HOLD HARMLESS/INDEMNIFICATION CLAUSE

A. CONTRACTOR will indemnify, hold harmless and assume the defense of, the COUNTY, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from CONTRACTOR'S operations or from any persons directly or indirectly employed by, or acting as agent for, CONTRACTOR, excepting 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.

B. 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.

10. 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

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

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.

11. 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.

12. SUBCONTRACTING

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

13. LICENSING

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

14. 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.

15. NONDISCRIMINATORY EMPLOYMENT

In connection with the execution of this Agreement, CONTRACTOR shall not

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

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.

16. 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; and California Civil Code, Section 51 et seq., as amended; and 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

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

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.

17. 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.

18. 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.

19. TERMINATION 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.

20. 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

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

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.

21. 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 (2) days after deposit in the United States mail, postage prepaid and addressed as set forth in Paragraph 22, Notices.

22. NOTICES

Notices shall be given to COUNTY at the following address:

Beverly Morgan Lewis, Director
Humboldt County Department of Health and Human Services
Social Services Branch
929 Koster Street
Eureka, CA 95501

Notices shall be given to CONTRACTOR at the following address:

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

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. NO WAIVER

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.

30. 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.

31. 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

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

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.

32. 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.

33. 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

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

designee.

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 Michelle Warner

COUNTY:

BY [Signature]

CHAIR, BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT
STATE OF CALIFORNIA

CONTRACTOR:

BY Carol A Hill
EXECUTIVE DIRECTOR

BY [Signature]
DEPUTY DIRECTOR

APPROVED AS TO FORM:

COUNTY COUNSEL

BY Joyce Stigite

INSURANCE CERTIFICATES

APPROVED

BY _____
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 \$935,000 to child care providers using vouchers 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, pursuant to the most recent Regional Market Rate Survey of California Child Care providers.
- 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.

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

- 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 vouchers 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 08/09 should service demand support such as an augmentation.

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

Exhibit B

WELFARE TO WORK CHILD CARE OPERATING/SERVICES BUDGET

JULY 1, 2008 TO JUNE 30, 2009

SALARIES/BENEFITS	FTE	AMOUNT
Child Care Case Managers	1	\$ 26,126.10
CCS Division Director	.3	18,489.34
CCS Manager	.4	14,832.09
Office Assistant	.2	3,785.63
Program Coordinator	1	31,100.55
Processing Specialist	2	42,138.11
Program Analyst	.3	7,593.04
Total Salaries		<u>\$144,064.87</u>
Total Benefits		<u>\$38,095.62</u>
SUBTOTAL		<u>\$182,160.48</u>
OPERATING EXPENSES		
Supplies/Maintenance		9,812.00
Computer Tech Assistance		8,640.00
Travel In County		1,295.00
Travel Out of County		1,349.00
Advertising		1,234.00
Insurance		1,985.00
Equip Lease		1,092.00
Rent		11,252.00
Telephone		2,997.00
General Expenses		\$23,011.00
Indirect Cost		\$66,837.00
Total Operating Expenses		<u>\$129,506</u>
TOTAL SERVICES BUDGET		<u>\$ 311,666.00</u>

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

Exhibit B.1

WELFARE TO WORK
CHILD CARE
ESTIMATED VOUCHERS BUDGET
And
TOTAL COMBINED BUDGET
JULY 1, 2008 TO JUNE 30, 2009

CHILD CARE VOUCHER PAYMENTS	AMOUNT
	\$ 935,000.00
	<hr/>
TOTAL VOUCHER PAYMENTS	\$ 935,000.00
TOTAL SERVICES BUDGET	\$ 311,666.00
TOTAL COMBINED BUDGET	\$ <u>1,246,666.00</u>

Exhibit C

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 voucher costs within ninety (90) days following the end date of the agreement. A total of all vouchers (with detail for voucher 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 vouchers up to a maximum of \$935,000. Should the actual cost of child care vouchers exceed \$935,000 due to COUNTY'S service demands, this Agreement may be amended in writing to increase the budget.

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

Exhibit D

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.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/23/2009

PRODUCER (831) 824-5030
CAN Insurance Services
P.O. Box 640

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Capitola CA 95010-

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

INSURER A: NIAC

Changing Tides Family Services
2259 Myrtle Avenue

INSURER B: Tower Select Insurance Co

INSURER C:

INSURER D:

Eureka CA 95501-

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Event Trigger <input checked="" type="checkbox"/> Social Service PL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2008-01971-NPO	10/06/2008	10/06/2009	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 3000000 PRODUCTS - COMP/OP AGG \$ 3000000 EBL \$ 1000000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2008-01971-NPO	10/06/2008	10/06/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	2008-01971-UMB-NPO	10/06/2008	10/06/2009	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSIWD7 0824124 00	07/01/2008	07/01/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
		OTHER		/ /	/ /	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS


The County of Humboldt, its Agents, officers, supervisors and employees are named as additional insured with respects to the operations of the named insured. 10 days notice of cancellation for non payment of premium.

CERTIFICATE HOLDER

() - () -

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~BY MAIL~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY MAIL~~ BY MAIL TO THE ADDRESS OF THE INSURED OR TO THE ADDRESS OF THE INSURER'S AGENT OR REPRESENTATIVE.
AUTHORIZED REPRESENTATIVE 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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

<p>Name Of Additional Insured Person(s) Or Organization(s)</p> <p>County of Humboldt, its agents, officers, supervisors and employees</p>
<p>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.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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.

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 27 day of May, 2008, by and between the County of Humboldt (COUNTY), a political subdivision of the State of California, and Changing Tides Family Services (hereinafter, CONTRACTOR), a non-profit organization.

RECITALS

WHEREAS, COUNTY 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.

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

1. SCOPE OF SERVICES

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 work to be performed by CONTRACTOR under this Agreement.

2. TERM

This Agreement shall commence on July 1, 2008 and shall terminate on June 30, 2009.

3. 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 (voucher budget). The maximum reimbursable amount under the terms of this Agreement is One Million Two Hundred Forty Six Thousand Six Hundred Sixty Six dollars (\$1,246,666).

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

COUNTY shall pay up to Nine Hundred Thirty Five Thousand dollars (\$935,000) to CONTRACTOR for reimbursement of child care vouchers. COUNTY shall reimburse CONTRACTOR monthly for child care support services and administrative costs as billed, not to exceed Three Hundred Eleven Thousand Six Hundred Sixty Six dollars (\$311,666) for the period July 1, 2008 through June 30, 2009.

The child care support services and administrative costs will not exceed 25% of total actual expenditures (actual expenditures equals total child care vouchers plus other CONTRACTOR costs for the period July 1, 2008 through June 30, 2009). 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 B, consisting of one (1) page, and incorporated by reference. The estimated child care voucher budget and total combined budget shall be as set forth in the Budget attached hereto as Exhibit B.1, consisting of one (1) page, and incorporated by reference. The Fiscal Provisions are attached hereto as Exhibit C, consisting of one (1) page, and incorporated by reference.

4. 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.

5. COUNTY RESPONSIBILITIES

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

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

6. 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.

7. 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.

8. INSURANCE

A. This contract/agreement 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, are filed with the Clerk of the Humboldt County Board of Supervisors.

B. Without limiting CONTRACTOR'S indemnification provided herein, CONTRACTOR shall, and shall require any of its subcontractors, to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers 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, employees 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 \$3,000,000 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. 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. Said policy shall contain, or be endorsed with, the following provisions:

a. The COUNTY, its officers, employees and agents, 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, agents, and employees.

b. The policy shall not be canceled or materially reduced in coverage

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

without thirty (30) days prior written notice (10 days for non-payment of the premium) to COUNTY by certified mail.

c. 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.

d. 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.

e. 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, employees, and agents.

(2) Automobile liability insurance with coverage at least as broad as Insurance Services Office form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of premium) to COUNTY by certified mail.

(3) Workers' Compensation and Employer's Liability insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.

C. CONTRACTOR shall furnish COUNTY with certificates and original

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

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. All coverages shall be with insurance carriers licensed and admitted to do business in California. All coverages shall be with insurance carriers acceptable to COUNTY.

9. HOLD HARMLESS/INDEMNIFICATION CLAUSE

A. CONTRACTOR will indemnify, hold harmless and assume the defense of, the COUNTY, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from CONTRACTOR'S operations or from any persons directly or indirectly employed by, or acting as agent for, CONTRACTOR, excepting 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.

B. 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.

10. 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

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

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.

11. 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.

12. SUBCONTRACTING

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

13. LICENSING

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

14. 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.

15. NONDISCRIMINATORY EMPLOYMENT

In connection with the execution of this Agreement, CONTRACTOR shall not

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

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.

16. 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; and California Civil Code, Section 51 et seq., as amended; and 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

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

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.

17. 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.

18. 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.

19. TERMINATION 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.

20. 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

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

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.

21. 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 (2) days after deposit in the United States mail, postage prepaid and addressed as set forth in Paragraph 22, Notices.

22. NOTICES

Notices shall be given to COUNTY at the following address:

Beverly Morgan Lewis, Director
Humboldt County Department of Health and Human Services
Social Services Branch
929 Koster Street
Eureka, CA 95501

Notices shall be given to CONTRACTOR at the following address:

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

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. NO WAIVER

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.

30. 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.

31. 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

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

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.

32. 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.

33. 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

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

designee.

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 Michelle Turner

COUNTY:

BY [Signature]

CHAIR, BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT
STATE OF CALIFORNIA

CONTRACTOR:

BY Carol A Hill
EXECUTIVE DIRECTOR

BY [Signature]
DEPUTY DIRECTOR

APPROVED AS TO FORM:

COUNTY COUNSEL

BY Joyce Stigter

INSURANCE CERTIFICATES

APPROVED

BY _____
RISK MANAGER

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

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 \$935,000 to child care providers using vouchers 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, pursuant to the most recent Regional Market Rate Survey of California Child Care providers.
- 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.

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

- 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 vouchers 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 08/09 should service demand support such as an augmentation.

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

Exhibit B

WELFARE TO WORK CHILD CARE OPERATING/SERVICES BUDGET

JULY 1, 2008 TO JUNE 30, 2009

SALARIES/BENEFITS	FTE	AMOUNT
Child Care Case Managers	1	\$ 26,126.10
CCS Division Director	.3	18,489.34
CCS Manager	.4	14,832.09
Office Assistant	.2	3,785.63
Program Coordinator	1	31,100.55
Processing Specialist	2	42,138.11
Program Analyst	.3	7,593.04
Total Salaries		<u>\$144,064.87</u>
Total Benefits		<u>\$38,095.62</u>
SUBTOTAL		<u>\$182,160.48</u>
OPERATING EXPENSES		
Supplies/Maintenance		9,812.00
Computer Tech Assistance		8,640.00
Travel In County		1,295.00
Travel Out of County		1,349.00
Advertising		1,234.00
Insurance		1,985.00
Equip Lease		1,092.00
Rent		11,252.00
Telephone		2,997.00
General Expenses		\$23,011.00
Indirect Cost		\$66,837.00
Total Operating Expenses		<u>\$129,506</u>
TOTAL SERVICES BUDGET		<u>\$ 311,666.00</u>

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

Exhibit B.1

WELFARE TO WORK
CHILD CARE
ESTIMATED VOUCHERS BUDGET
And
TOTAL COMBINED BUDGET
JULY 1, 2008 TO JUNE 30, 2009

CHILD CARE VOUCHER PAYMENTS	AMOUNT
	\$ 935,000.00
	<hr/>
TOTAL VOUCHER PAYMENTS	\$ 935,000.00
TOTAL SERVICES BUDGET	\$ 311,666.00
TOTAL COMBINED BUDGET	\$ <u>1,246,666.00</u>

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

Exhibit C

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 voucher costs within ninety (90) days following the end date of the agreement. A total of all vouchers (with detail for voucher 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 vouchers up to a maximum of \$935,000. Should the actual cost of child care vouchers exceed \$935,000 due to COUNTY'S service demands, this Agreement may be amended in writing to increase the budget.

CHANGING TIDES FAMILY SERVICES AGREEMENT 08/09

Exhibit D

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.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/23/2009

 PRODUCER (831) 824-5030
 CAN Insurance Services
 P.O. Box 640

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Capitola CA 95010-

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

INSURER A: NIAC

 Changing Tides Family Services
 2259 Myrtle Avenue

INSURER B: Tower Select Insurance Co

INSURER C:

Eureka CA 95501-

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Event Trigger <input checked="" type="checkbox"/> Social Service PL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2008-01971-NPO	10/06/2008	10/06/2009	EACH OCCURRENCE	\$ 1000000
				/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 200000
				/ /	/ /	MED EXP (Any one person)	\$ 10000
				/ /	/ /	PERSONAL & ADV INJURY	\$ 1000000
				/ /	/ /	GENERAL AGGREGATE	\$ 3000000
				/ /	/ /	PRODUCTS - COMP/OP AGG	\$ 3000000
				/ /	/ /	EBL	1000000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2008-01971-NPO	10/06/2008	10/06/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
				/ /	/ /	BODILY INJURY (Per person)	\$
				/ /	/ /	BODILY INJURY (Per accident)	\$
				/ /	/ /	PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT	\$
				/ /	/ /	OTHER THAN AUTO ONLY: EA ACC	\$
				/ /	/ /	AGG	\$
A	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	2008-01971-UMB-NPO	10/06/2008	10/06/2009	EACH OCCURRENCE	\$ 5000000
				/ /	/ /	AGGREGATE	\$ 5000000
				/ /	/ /		\$
				/ /	/ /		\$
				/ /	/ /		\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSIWD7 0824124 00	07/01/2008	07/01/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		OTHER		/ /	/ /	E.L. EACH ACCIDENT	\$ 1000000
				/ /	/ /	E.L. DISEASE - EA EMPLOYEE	\$ 1000000
				/ /	/ /	E.L. DISEASE - POLICY LIMIT	\$ 1000000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The County of Humboldt, its Agents, officers, supervisors and employess are named as additional insured with respects to the operations of the named insured. 10 days notice of cancellation for non payment of premium.

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, THE ISSUING INSURER WILL ~~SEND BY MAIL~~ ~~30~~ ~~DAYS~~ ~~WRITTEN~~ ~~NOTICE~~ ~~TO~~ ~~THE~~ ~~CERTIFICATE~~ ~~HOLDER~~ ~~NAMED~~ ~~TO~~ ~~THE~~ ~~LEFT,~~ ~~AND~~ ~~THE~~ ~~INSURER~~ ~~WILL~~ ~~NOT~~ ~~BE~~ ~~RESPONSIBLE~~ ~~FOR~~ ~~THE~~ ~~DEFENSE~~ ~~AND~~ ~~CONDEMNATION~~ ~~EXPENSES~~ ~~OF~~ ~~ANY~~ ~~CLAIMS~~ ~~OR~~ ~~SUITS~~ ~~OR~~ ~~THE~~ ~~INSURER~~ ~~WILL~~ ~~NOT~~ ~~BE~~ ~~RESPONSIBLE~~ ~~FOR~~ ~~THE~~ ~~DEFENSE~~ ~~AND~~ ~~CONDEMNATION~~ ~~EXPENSES~~ ~~OF~~ ~~ANY~~ ~~CLAIMS~~ ~~OR~~ ~~SUITS~~ ~~OR~~ ~~THE~~ ~~INSURER~~ ~~WILL~~ ~~NOT~~ ~~BE~~ ~~RESPONSIBLE~~ ~~FOR~~ ~~THE~~ ~~DEFENSE~~ ~~AND~~ ~~CONDEMNATION~~ ~~EXPENSES~~ ~~OF~~ ~~ANY~~ ~~CLAIMS~~ ~~OR~~ ~~SUITS~~ ~~OR~~ ~~THE~~ ~~INSURER~~ ~~WILL~~ ~~NOT~~ ~~BE~~ ~~RESPONSIBLE~~ ~~FOR~~ ~~THE~~ ~~DEFENSE~~ ~~AND~~ ~~CONDEMNATION~~ ~~EXPENSES~~ ~~OF~~ ~~ANY~~ ~~CLAIMS~~ ~~OR~~ ~~SUITS~~ ~~OR~~ ~~THE~~ ~~INSURER~~ ~~WILL~~ ~~NOT~~ 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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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.