



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C10

For the meeting of: May 15, 2018

Date: March 26, 2018

To: Board of Supervisors

From: Connie Beck, Director *CB*
Department of Health and Human Services – Social Services

Subject: Agreement with Changing Tides Family Services for Stage One child care services for CalWORKs Welfare-to-Work and Cal-Learn participants for Fiscal Year 2018-2019.

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the proposed Agreement with Changing Tides Family Services for fiscal year 2018-2019 to provide Stage One child care services to all CalWORKs and Cal-Learn recipients who are referred by Social Services.
2. Authorize the Chair to execute three (3) originals of the Agreement.
3. Direct Clerk of the Board to route two (2) fully executed originals to the Department of Health and Human Services (DHHS) – Contract Unit for forwarding to the Director of DHHS- Social Services.

SOURCE OF FUNDING:

Social Services 1160 Fund

Prepared by Ari Chandler, Staff Services Analyst II

CAO Approval

REVIEW:	Auditor <i>KPD</i>	County Counsel <i>JBB</i>	Personnel	Risk Manager <i>KHS</i>	Other
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TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor *Wilson* Seconded by Supervisor *Bass*

Ayes *Bass, Fennell, Sundberg, Bohn, Wilson*

Nays

Abstain

Absent

PREVIOUS ACTION/REFERRAL:

Board Order No. G-1; D-13; D-7; C-34; C-18; C-20; C-21; C-27; C-13; C-9; C-14

Meeting of: 12/16/97; 5/27/08; 6/9/09; 6/22/10; 6/14/11; 6/26/12; 6/25/13; 6/24/14; 5/12/15; 6/7/16; 6/20/17

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

Dated: *5/15/18*

By: *[Signature]*
Kathy Hayes, Clerk of the Board

DISCUSSION:

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

The County CalWORKs Plan was approved by the Board of Supervisors on December 16, 1997 (item G-1). The plan includes the administration of child care services for all clients referred by the Department of Health and Human Services who are determined eligible to Cash Aid through the CalWORKs program and Cal-Learn (a subset of CalWORKs) to be subcontracted with Changing Tides Family Services. Changing Tides Family Services, formerly the Humboldt Child Care Council, has provided the management of child care services under the CalWORKs program since its implementation in 1997. On June 20, 2017 (Item C-14), the Board of Supervisors approved a new agreement with Changing Tides Family Services for the same assistance and services through Fiscal Year 2017-18. This agreement expires on June 30, 2018. DHHS-Social Services desires Changing Tides Family Services to continue providing supportive services during the fiscal year 2018-19 to CalWORKs participating families seeking employment.

Therefore, DHHS-Social Services recommends that the Board approve the agreement with Changing Tides Family Services for fiscal year 2018-2019 to provide Stage One child care services to all CalWORKs and Cal-Learn recipients who are referred by Social Services.

FINANCIAL IMPACT:

The total budget for the Stage One child care agreement is \$1,121,999 and is included in the proposed Fiscal Year 2018-19 Budget in Fund 1160, Budget Unit 505. Of that total, \$819,563 is allocated to reimburse Changing Tides Family Services for child care vouchers. The remaining \$302,436 of the budget is for child care support services and administrative costs and will not exceed 25% of the total actual expenditures. Actual expenditures equal the sum of the total child care vouchers plus other Changing Tides Family Services costs for the period of the contract. There is no impact to the County general fund.

Approving the agreement supports the Board's Strategic Framework by creating opportunities for improved safety and health of the children of our clients and aiding in the protection of this vulnerable population.

OTHER AGENCY INVOLVEMENT: None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose to not approve the agreement; however DHHS-Social Services does not recommend this option because child care services would not be provided to participants and would cause a barrier to the CalWORKs Welfare-to-Work and Cal-Learn program activities.

ATTACHMENTS:

1. Agreement with Changing Tides Family Services (3 originals)

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CHANGING TIDES FAMILY SERVICES**

This Agreement, entered into this 15 day of May, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Changing Tides Family Services, a California not for profit corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Social Services ("DHHS – Social Services"), desires to retain the services of CONTRACTOR to administer the provision of and arrangement of child care services for CalWORKs and Cal-Learn recipients who require Stage 1 Child Care Services and to assist in the transition of Stage 1 Child care recipients to Stage 2 and 3 Child Care Services; and

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

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

WHEREAS, CONTRACTOR has represented that it is qualified to perform such services.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

- A. CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the DHHS – Social Services Director or designee thereof, hereinafter referred to as "Director."
- B. COUNTY shall provide all of the services described in Exhibit B – County Scope of Services, which is attached hereto and incorporated herein by reference. Said exhibit describes the responsibilities and services to be performed by COUNTY under this agreement.

2. TERM:

This Agreement shall begin on July 1, 2018 and shall remain in full force and effect until June 30, 2019 unless sooner terminated as provided herein.

3. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder 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 applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is One Million, One Hundred Twenty-One Thousand, Nine Hundred Ninety-Nine Dollars (\$1,121,999.00). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.

The budget for this cost reimbursement Agreement consists of two principal components: (1) CONTRACTOR'S child care support services and administration costs (services budget \$302,436.00); and (2) reimbursement of child care provider costs (child care payment budget \$819,563.00).

COUNTY shall pay up to Eight Hundred Nineteen Thousand, Five Hundred and Sixty-Three Dollars (\$819,563.00) 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 and Two Thousand, four Hundred and Thirty-Six Dollars (\$302,436.00) for the period of July 1, 2018 through June 30, 2019.

The child care support services and administrative costs will not exceed 27% of total combined actual expenditures (actual expenditures equal total child care payments plus other CONTRACTOR costs for the period July 1, 2018 through June 30, 2019. 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.

- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit C – Services and Operating Budget and Exhibit D – Estimated Payments Budget, which is attached hereto and incorporated herein by reference.

- C. Fiscal Provisions. The specific fiscal provisions applicable to this Agreement are set forth in Exhibit E, which are attached hereto and incorporated herein by reference.
- D. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum dollar amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum dollar amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered and costs and expenses incurred will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Social Services
Attention: Ari Chandler
929 Koster Street
Eureka, CA 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Social Services
Attention: Director
929 Koster Street
Eureka, CA 95501

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

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided hereunder.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms of this Agreement.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code

Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. CONTRACTOR hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service or any other classifications protected by local, state or federal laws or regulations. COUNTY reserves the right to monitor the CONTRACTOR’s provision of services in order to ensure compliance with the requirements of this section.
- B. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- C. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.;

California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it 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 subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
 1. The dangers of drug abuse in the workplace;
 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.

D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, and liabilities of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

B. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include

coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

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

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) 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 thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
 Attn: Risk Management
 825 Fifth Street, Room 131
 Eureka, California 95501

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

16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two (2) independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

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17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services covered by this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

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

20. PROTOCOLS:

Both parties recognize that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by Director and CONTRACTOR.

21. 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.

22. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by CONTRACTOR to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

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 permitted assigns.

24. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement

of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which, in the judgment of COUNTY, were not expended in accordance with the terms of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. STANDARD OF PRACTICE:

CONTRACTOR warrants that it 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.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

29. JURISDICTION AND VENUE:

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

30. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

31. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts will be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements provided herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

32. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" 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.

33. SURVIVAL:

The duties and obligations of the parties set forth in Section 3(D) – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14– Indemnification shall survive the expiration or termination of this Agreement.

34. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

35. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party.

Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

38. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

39. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

CHANGING TIDES FAMILY SERVICES

By:  Date: 3/15/2018

Name: Kerry Venegas

Title: Executive Director

By:  Date: 3/15/18

Name: Connie Sundberg

Title: Family Empowerment Services Director

COUNTY OF HUMBOLDT:

By:  Date: 5/15/18
[Name of Board Chair]
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  Date: 4/25/18
Risk Analyst Management

LIST OF EXHIBITS:

- Exhibit A – Contractor Scope of Services
- Exhibit B – County Scope of Services
- Exhibit C – Services and Operating Budget
- Exhibit D – Estimated Payments and Total Combined Budget
- Exhibit E – Fiscal Provisions

EXHIBIT A
CONTRACTOR SCOPE OF SERVICES
Changing Tides Family Services
FY 2018 - 2019

Changing Tides Family Services will be responsible for the following:

- A. Provide information to CalWORKs and Cal-Learn clients regarding subsidized child care options, according to required elements from the California Department of Education (CDE).
- B. Process reimbursements up to a maximum of \$819,563 to child care providers using the Attendance Forms as source documents. Process and issue payments to child care providers in a timely manner after authorization is received, by either hard copy check or electronic deposit. Payments will not exceed the applicable Regional Market Rate ceilings, as utilized by the CDE Alternative Payment child care programs.
- C. Provide customized child care referrals using a nationally recognized database to CalWORKs and Cal-Learn clients that are a best fit for the family:
 - 1. According to age, location, schedule of care,
 - 2. Specialized or brokered referrals to providers for potential openings,
 - 3. Networking with parents and child care providers to facilitate a good match.
- D. Provide information regarding quality child care and any required consumer education materials:
 - 1. Educate clients on what is quality, age and developmentally appropriate care.
 - 2. Assist parents to understand local quality ratings adopted in Humboldt County.
- E. Maintain a log of parental complaints regarding exempt child care providers modeled upon the system used to document complaints from families served under CDE Alternative Payment child care programs.
- F. Troubleshoot issues that might cause displacement of a child from child care in order to prevent multiple placements.
- G. Submit an invoice to County of Humboldt (COUNTY) for child care supportive services, administrative costs and child care provider reimbursement by the 20th of each month for expenses incurred in the previous month.
- H. Provide data reports as requested by COUNTY.
- I. Compile the monthly CW 115 and CW 115A reports for the COUNTY no later than the 15th of each month.
- J. Assist potential child care providers with the fingerprinting/LiveScan process and in completing the TrustLine application.

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- K. Maintain child care provider files containing:
 - 1. Licensing information,
 - 2. TrustLine information,
 - 3. Provider fee/rates,
 - 4. Provider program rules agreement form, etc.

- L. Issue end of year tax documentation to child care providers as appropriate.

- M. Maintain parent files containing copies of county issued notices of action, need forms, child care schedules, etc.

- N. Inform clients who wish to use in-home child care providers that the client is accepting responsibility for meeting minimum wage, workers' compensation insurance, and tax requirements.

- O. Assist in coordinating the transfer of eligibility between Stages 1 and 2 (or Stage 3) with referred clients. Tasks include but are not limited to:
 - 1. Sending written notification to parents of Stage 1 ending and how to make contact with Stage 2 staff.
 - 2. Making phone contacts to reach the referred parents and screen for Stage 2 eligibility.
 - 3. Compiling and sending enrollment documentation to referred parents for completion prior to Stage 2 enrollment.
 - 3. Making phone contacts to remind parents of enrollment appointment.
 - 4. Making phone contacts to reach parents that miss appointments.
 - 5. Sending referrals back to the COUNTY if the parent does not enroll in Stage 2.

- P. Link child care providers to training opportunities that enhance their skills and their ability to increase the quality of care.

- Q. Inform parents and child care providers of policies regarding circumstances under which providers will not be eligible to receive payment.

- R. Apprise COUNTY personnel of updated policies and practices of the CDE which have a bearing on Stage 1 services.

EXHIBIT B
COUNTY SCOPE OF SERVICES
Changing Tides Family Services
FY 2018 - 2019

COUNTY will be responsible for the following:

- A. Refer CalWORKs and Cal-Learn families for Stage 1 child care using current California Department of Social Services and COUNTY procedures to CONTRACTOR in a timely manner for assistance with their child care service needs.
- B. Refer CalWORKs and Cal-Learn families for Stage 2 and 3 child care using current California Department of Social Services and COUNTY procedures to CONTRACTOR in a timely manner for assistance with their child care service needs.
- C. Provide necessary documentation to CONTRACTOR for accurate calculation of payment in a timely manner.
- D. Collection of child care overpayments.
- E. Additional screening of the exempt provider beyond the TrustLine Registry requirements (if desired by COUNTY).
- F. Provide office space and telephone facilities for child care services activities.
- G. Apprise CONTRACTOR of updated policies and practices of the California Department of Social Services which have a bearing on Stage 1 services.
- H. Reimburse CONTRACTOR for child care support services, administrative costs, and child care payments within thirty (30) days after receipt of invoice for reimbursement of child care payments and cost of services incurred under this Agreement as set forth in Exhibit E – Fiscal Provisions.

EXHIBIT C
SERVICES AND OPERATING BUDGET
 Changing Tides Family Services
 FY 2018 - 2019

SALARIES/BENEFITS	FTE	AMOUNT
Child Care Coordinators	2.00	\$ 63,765.00
CCS Division Director	.30	20,980.93
Child Care Case Manager	.50	14,098.50
Program Analyst	.50	17,160.00
Program Assistant	.25	5,635.50
Total Salaries		\$121,639.93
Total Benefits		47,241.07
SUBTOTAL		\$168,881.00
OPERATING EXPENSES		
Supplies/Maintenance		6,044.00
Computer Tech Assistance		6,000.00
Audit		2,000.00
Travel In County		1000.00
Travel Out of County		500.00
Advertising		500.00
Insurance		1,300.00
Equip Lease		1,200.00
Rent		8,200.00
Telephone/ Utilities		7,400.00
Equipment		2,300.00
General Expenses		14,000.00
Indirect Expense		83,111.00
Total Operating Expenses		\$133,555.00
 TOTAL SERVICES BUDGET		 \$ 302,436.00

EXHIBIT D
ESTIMATED PAYMENTS
AND
TOTAL COMBINED BUDGET
Changing Tides Family Services
FY 2018 - 2019

STAGE 1 CHILD CARE PAYMENTS	AMOUNT
	\$ 819,563.00
	<hr/>
TOTAL PAYMENTS	\$ 819,563.00
TOTAL SERVICES BUDGET	\$ 302,436.00
	<hr/>
TOTAL COMBINED BUDGET	\$, 1,121,999.00
	<hr/> <hr/>

EXHIBIT E
FISCAL PROVISIONS
Changing Tides Family Services
FY 2018 - 2019

- 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 \$819,563. Should the actual cost of child care payments exceed \$819,563 due to COUNTY'S service demands, this Agreement may be amended in writing to increase the budget.

**Sole Source Justification
For DHHS Contract or Purchase Order (PO)**

The sole source justification for the selected contractor/vendor's services is for a:

New or Renewed Contract or Purchase Order

No.	Contract Information	
	Brief Description of Goods or Services to be Acquired Under this Contract or PO:	Provision of Stage One Child Care Services for CalWORKs Welfare-to-Work recipients
1	Legal Name of Contractor Selected for this Contract/PO:	Changing Tides Family Services
2	Contractor's Address and Contact Information:	Address: 2259 Myrtle Avenue, Eureka CA 95501 Phone: 707-444-8293 Email: kvenegas@changingtidesfs.org
3	Maximum Payment Amount for Contract/PO Term:	\$1,121,999.00
4	Was Contract Awarded as the Result of a Request for Proposal (RFP) Process:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If "No", explain: Changing Tides Family Services is the only entity in Humboldt County able to provide this service
5	Is Contractor/Vendor a Sole Source Supplier for the Goods or Services Required by the Scope of Work (SOW) for this Contract/PO:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If response is "Yes," explain reason for sole source in Section 6 below:
6	Justification for Sole Source is indicated by the checked response(s) as follows:	<input checked="" type="checkbox"/> Unicity , i.e. the required goods or services are only available from one single supplier (one-of-a-kind, parts maintenance, compatibility, standard compliance); or <input checked="" type="checkbox"/> Immediacy , i.e. the delivery date or delays resulting from competitive solicitation are not acceptable; or <input type="checkbox"/> Emergency , i.e. the delays resulting from other methods of solicitation are not bearable; or <input type="checkbox"/> Legitimacy , i.e. the specific context(s) (geographic, contractual, political, legal, military, security, etc.) may allow such a non-competition of sources; or <input type="checkbox"/> Inadequacy , all other available sources are inadequate (compatibility, compliance, price, quality, service, support, etc.); or <input type="checkbox"/> Exigency , i.e. any other specific reason dictating the choice of a given provider.

Instructions: a Sole Source Justification form should be completed for each new or renewal contract or purchase order that requires approval by the Humboldt County Purchasing Agent or Board of Supervisors. The completed form should be attached to the related Purchase Order Requisition or Board Agenda Item Route Slip.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/26/2018

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

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

PRODUCER CalNonprofits Insurance Svcs P.O. Box 640 Capitola, CA 95010 CalNonprofits Insurance Svcs	CONTACT NAME: Sandra Johnson	FAX (A/C, No): 831-824-5047
	PHONE (A/C, No, Ext): 831-427-5222	E-MAIL ADDRESS: sandra@cal-insurance.org
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Nonprofits Ins. Alliance of CA		10023
INSURER B : State Comp Insurance Fund		35076
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

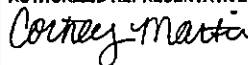
INSURED **Changing Tides Family Services**
2259 Myrtle Avenue
Eureka, CA 95501

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	2017-01971	10/06/2017	10/06/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> Abuse/Molestation						PERSONAL & ADV INJURY \$ 1,000,000
A	<input checked="" type="checkbox"/> Employee Benefits			2017-01971	10/06/2017	10/06/2018	GENERAL AGGREGATE \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 3,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC							Abuse/Mol \$ \$1M/\$3M Agg
A	AUTOMOBILE LIABILITY			2017-01971	10/06/2017	10/06/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS		PROPERTY DAMAGE (PER ACCIDENT) \$				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			2017-01971-UMB	10/06/2017	10/06/2018	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			9104264-17	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Social Service			2017-01971	10/06/2017	10/06/2018	AGGREGATE 3,000,000
	Prof. Liability						EACH OCC. 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
County of Humboldt is Additional Insured as respects liability arising out of insured's operations. Coverage is Primary & Non-Contributory and Waiver of Subrogation applies per Forms NIACE020117 & NIACE260417. Workers Compensation Waiver per Form 1021772014; 30 Days Notice of Cancellation except 10 Days for Non-Payment. Replaced Cert issued 01/31/2017.

CERTIFICATE HOLDER County of Humboldt DHHS - Social Services 929 Koster Street Eureka, CA 95501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state or political subdivision that issues a permit or authorization to the named insured.

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

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT
FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II – WHO IS AN INSURED is amended to include any public entity as an additional insured for whom you are performing operations when you have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the “products-completed operations hazard” or for liability arising out of the sole negligence of that public entity.

B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is added to **SECTION III – LIMITS OF INSURANCE:**

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

D. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION

BROKER COPY

HOME OFFICE
SAN FRANCISCO

REP 14
9104264-17
RENEWAL
NA
1-53-33-57
PAGE 1 OF 1

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

EFFECTIVE FEBRUARY 6, 2018 AT 12.01 A.M.
AND EXPIRING JULY 1, 2018 AT 12.01 A.M.

CHANGING TIDES FAMILY SERVICES

2259 MYRTLE AVE
EUREKA, CA 95501

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

COUNTY OF HUMBOLDT

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS
POLICY IN CONNECTION WITH WORK PERFORMED BY,

CHANGING TIDES FAMILY SERVICES

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

FEBRUARY 9, 2018

2570

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

BROKER COPY

**9104264-17
RENEWAL
NA**

**PLEASE KEEP THIS
ENDORSEMENT
WITH YOUR POLICY**

Dear Policyholder:

**These endorsements amend and are part of your policy.
Please keep them with your documents for future reference.**

**If you have any questions concerning these endorsements, Please contact
your local State Fund office.**