MEETING DATE: September 19, 2017

Submiting Department(s):
Health and Human Services Agency (HHSA)

Brief Subject/Issue Description:
Approve and authorize the Health and Human Services Agency (HHSA) Director, Christine Zoppi, or designee, to enter into a three-year contract with the County of Shasta for training at the Child Welfare Services Case Management System (CWS/CMS) training lab located at the HHSA for fiscal years 2017-2020.

Contact: Christine Zoppi, Director
Phone: 530-934-6638

AGENDA PLACEMENT

APPOINTMENT – Appearances by: (Specify Name & Title)

<table>
<thead>
<tr>
<th>Required Minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

Business – No ☒ Consent
Correspondence ☐ Reports & Notices

AFFECTED DEPARTMENT(S)

☐ Receive Concurrence

ATTACHMENTS

- ☒ Board Report
- ☐ Letter
- ☐ Minute Order
- ☒ Contract
- ☐ Transfer
- ☐ Grant App.
- ☐ Resolution
- ☐ Ordinance
- ☐ Proclamation
- ☐ Policy Update
- ☐ Code Update
- ☐ Other

LEGAL/PERSONNEL/FISCAL

- ☒ County Counsel
- ☐ Personnel
- ☐ Finance

CLERK INSTRUCTIONS

- ☐ Return Minute Order to Teresa Chavez
- ☐ Return Certified Copy Of:

Public Hearings & Committee Vacancies

Public Hearings:
- ☐ Published
- ☐ Affidavit on File w/Clerk
- ☐ Affected Parties Notified

Committees:
- ☐ Vacancy Posted
- ☐ Application Attached

LEGISLATION

- ☐ State
- ☐ Federal

Bill #:
- ☐ Latest Version of Bill
- ☐ Draft Letter Attached
- ☐ List of Supporters/Opposers
- ☐ Statement of Relevance to County Interests
- ☐ Description Attached

FUNDING SOURCE/IMPACT

- ☐ General Fund Impact
- ☐ Other: __________
- ☐ Budgeted
- ☐ Transfer Attached
- ☐ 4/5ths Vote Required
- ☐ Contingency Request

CONTRACTS, LEASES & AGREEMENTS

- ☐ New
- ☐ Renewal
- ☐ Amendment
- ☐ Insurance Certificate
- ☐ Contract Report

Date of Original Contract: 2001
Contract No.: Fiscal Year: 2017-2020

RECOMMENDED ACTION/MOTION:

This request does not require the use of County General Funds.

1. Approve and authorize the HHSA Director, Christine Zoppi, or designee, to enter into a three-year contract with the County of Shasta for training at the CWS/CMS training lab for FYs 2017-2020.
2. Authorize HHSA Director, Christine Zoppi, or designee, to modify or amend the Agreement with Shasta County for training at the CWS/CMS training lab contingent upon the review and approval of County Counsel.

Christine Zoppi, Director

Reviewed By (if applicable):
Personnel Director

Department of Finance
COUNTY OF GLENN
BOARD REPORT

Submitted by the Health and Human Services Agency (HHSA)
(Department)

EXECUTIVE SUMMARY:

The Board is being asked to approve an agreement between the County of Glenn Health and Human Services Agency (HHSA), acting as lead agency for the Northern Counties Consortium (NCC), and the County of Shasta for child welfare services case management system (CWS/CMS) training provided at the training lab located at the Glenn County HHSA office in Orland for FYs 2017-20.

RECOMMENDATION(S):

1. Approve and authorize the HHSA Director, Christine Zoppi, or designee, to enter into a three year contract with the County of Shasta for the CWS/CMS training lab for FYs 2017-2020.
2. Authorize HHSA Director, Christine Zoppi, or designee, to modify or amend the Agreement with the County of Shasta for training at the CWS/CMS training lab contingent upon the review and approval of County Counsel.

HISTORY AND BACKGROUND:

Since 2000, acting as the fiscal agent for the NCC, HHSA receives combined federal, state and county allocations for CWS/CMS staff development from the California Department of Social Services. In collaboration with the California Department of Social Services and the California Welfare Director's Association (CWDA) a centrally located training facility located at the Orland HHSA Walker Street office was implemented for use by NCC children's services social work staff. The HHSA has assumed regional responsibility for the consortium counties for the provision of the computer training lab services. On behalf of NCC and acting as the lead county, Glenn County contracts with UCD to provide training for NCC. Glenn County also organizes the NCC contracts with the participating counties (currently there are ten).

FISCAL/PERSONNEL IMPACT(S):

This request does not require the use of County General Funds.

ANALYSIS/DISCUSSION:

The County of Shasta wishes to enter into a three-year agreement with Glenn County (as the lead county of the NCC) to provide the facility (computer lab) and this required training.
AGREEMENT BETWEEN THE COUNTY OF SHASTA AND GLENN COUNTY HEALTH AND HUMAN SERVICES AGENCY

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency a political subdivision of the State of California, ("County"), and the County of Glenn, a political subdivision of the State of California ("Consultant"), (collectively, the "Parties" and individually a "Party"), for the provision of Child Welfare Services/Case Management System ("CWS/CMS") training.

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

A. Provide training to County as set forth in Attachment A, attached and incorporated herein.

B. Acknowledge the funding source of all activities undertaken pursuant to this agreement by including in any educational and training materials, audio visual aids, interviews with press, flyers, or publications the following statement: "This activity (or program) has been funded (or sponsored) by the County of Shasta through the California Department of Social Service.

Section 2. RESPONSIBILITIES OF COUNTY.

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

A. Assure County staff attend training as scheduled by County, and notify Consultant, in a timely manner, if staff is unable to attend pre-arranged training.

B. Compensate Consultant as prescribed in sections 3 and 4 of this agreement.

C. Monitor Consultant’s performance to assure compliance with the terms, conditions and specifications of this agreement.

Section 3. COMPENSATION.

A. Consultant shall be paid a maximum of $78,481 annually for providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed $235,443.

B. Consultant shall invoice County on a semi-annual basis for participation in the CWS/CMS training. County share shall be based upon County Fiscal Letter 11/12-18, dated September 16, 2011, as issued by the California Department of Social Services (reference page 42, Attachment E-1b, CWS/CMS Staff Development).

C. Consultant’s violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

A. Consultant shall submit to HHSA Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, a semi-annual itemized statement or invoice of services rendered, along with any supporting documentation
and/or receipts. County shall make payment within 30 days of receipt of Consultant’s correct and approved statement or invoice.

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

Section 5. TERM OF AGREEMENT.

This agreement shall commence as of July 1, 2017, and shall end June 30, 2020.

Section 6. TERMINATION OF AGREEMENT.

A. If Consultant materially fails to perform Consultant’s responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant’s responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement that results in a material breach, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.

B. County may terminate this agreement without cause on 30 days written notice to Consultant.

C. Either Party may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

D. County’s right to terminate this agreement may be exercised by County’s Health and Human Services Agency (“HHSA”) Director or any HHSA Branch Director designated by the HHSA Director.

E. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

F. Either Party may terminate this agreement immediately upon oral notice should either Party be unable to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of said Party, including, but not limited to: fire, explosion, power outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond Party’s control.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement,
Consultant relies solely upon the provisions contained in this agreement and no others.

B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the HHSA Director or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County’s standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement’s exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 9. EMPLOYMENT STATUS OF CONSULTANT.

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant’s compensation. Consultant shall not be eligible for coverage under County’s workers’ compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant’s assigned personnel under the terms and conditions of this agreement.

Section 10. INDEMNIFICATION.

Each Party shall defend, indemnify, and hold the other Party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss,
expenses (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officials, officers, employees, agents, subcontractors, or volunteers.

Section 11. INSURANCE COVERAGE.

A. Without limiting Consultant’s duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the County and the public with limits of liability of not less than $1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by County.

B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

C. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.

D. With regard to all insurance coverage required by this agreement:

(1) Any deductible or self-insured retention exceeding $25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.

(2) If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the
claims-made policy. Such tail coverage shall, at a minimum, provide the
insurance coverage required hereunder for claims received and reported three
years after the expiration date of this agreement.

(3) All insurance (except workers' compensation and professional liability) shall
include an endorsement or an amendment to the policy of insurance which
names Shasta County, its elected officials, officers, employees, agents, and
volunteers as additional insureds and provides that coverage shall not be
reduced or canceled without 30 days written prior notice certain to the County.
Any available insurance proceeds in excess of the specified minimum limits and
coverage pursuant to the terms of this agreement shall be applicable to the
Additional Insured. The additional insureds coverage shall be equal to
Insurance Service Office endorsement CG 20 10 for on-going operations, and
CG 20 37 for completed operations.

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

"Separation of Insureds.

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

a. As if each Named Insured were the only Named Insured;
and

b. Separately to each suit insured against whom a claim is
made or suit is brought."

(5) Consultant shall provide the County with an endorsement or amendment to
Consultant's policy of insurance as evidence of insurance protection before the
effective date of this agreement.

(6) The insurance coverage required herein shall be in effect at all times during the
term of this agreement. In the event any insurance coverage expires at any time
during the term of this agreement, Consultant shall provide, at least 20 days
prior to said expiration date, a new endorsement or policy amendment
evidencing insurance coverage as provided for herein for not less than the
remainder of the term of this agreement or for a period of not less than one year.
In the event Consultant fails to keep in effect at all times insurance coverage as
herein provided and a renewal endorsement or policy amendment is not
provided within 10 days of the expiration of the endorsement or policy
amendment in effect at inception of this agreement, County may, in addition to
any other remedies it may have, terminate this agreement upon the occurrence
of such event.

(7) If the endorsement or amendment does not reflect the limits of liability provided
by the policy of insurance, Consultant shall provide County a certificate of
insurance reflecting those limits.
(8) Any of Consultant’s Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County.

Section 12.  NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant’s performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 13.  COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

A. Consultant shall observe and comply with all applicable present and future federal, laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.

B. Consultant shall comply with mandatory standards and policies as required by Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R., Part 60).

C. Consultant recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24 of the California Code of Regulations).


E. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

F. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et seq.), the Fair Employment and Housing Act (Government Code sections 12900, et seq.), and regulations and guidelines issued pursuant thereto.

G. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or
compensation received by Consultant under this agreement shall be used to provide
direct, immediate, or substantial support to any religious activity.

H. In addition to any other provisions of this agreement, Consultant shall be solely
responsible for any and all damages caused, and/or penalties levied, as the result of
Consultant's noncompliance with the provisions of this section.

Section 14. ASSURANCE OF COMPLIANCE WITH COUNTY
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED
PROGRAMS.

A. Consultant hereby agrees to comply with Titles VI and VII of the federal Civil Rights
Act of 1964, as amended; Section 504 of the federal Rehabilitation Act of 1973, as
amended; the federal Age Discrimination Act of 1975, as amended; the federal Food
Stamp Act of 1977 as amended, and in particular section 272.6 thereof; Title II of the
federal Americans with Disabilities Act of 1990, as amended; the Unruh Civil Rights
Act, California Civil Code, section 51, as amended; California Government Code,
sections 11135 - 11139.5, as amended; California Government Code, section 12940,
as amended; Chapter 7, of Division 5, or Title 1 of the California Government Code,
commending with section 4450, as amended; Title 22, California Code of
Regulations, sections 98000 - 98413; Title 24, California Code of Regulations,
section 3105; the Dymally-Alatorre Bilingual Services Act (California Government
Code, sections 7290 - 7299.8), as amended; section 1808 of the Interethic Adoption
Provisions of the Small Business Job Protection Act of 1996, as amended; and all
other applicable federal and state laws, as well as their implementing regulations
(including title 45 of the Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7
CFR, Part 15; and 28 CFR, Part 42), by ensuring that employment practices and the
administration of public assistance and social services programs are nondiscriminatory,
to the effect that no person shall, because of ethnic group
identification, age, sex, color, disability, medical condition, national origin, race,
ancestry, sexual orientation, marital status, religion, religious creed or political belief,
be excluded from participation in or be denied the benefits of, or be otherwise subject
to discrimination under, any program or activity receiving federal or state financial
assistance; and hereby gives assurance to immediately take any measures necessary to
effectuate this Assurance of Compliance.

B. This Assurance of Compliance is given in consideration of and for the purpose of
obtaining any and all federal and state assistance; and Consultant hereby gives
assurance that administrative methods/procedures which have the effect of subjecting
individuals to discrimination or defeating the objectives of Chapter 21-100 of the
California Department of Social Services (CDSS) Manual of Policies and Procedures
will be prohibited.

C. By giving this Assurance of Compliance, Consultant agrees to compile data, maintain
records, and submit reports as required, to permit effective enforcement of the
aforementioned laws, rules, and regulations and permit authorized CDSS and/or
federal government personnel, during normal working hours, to review such records,
books, and accounts as needed to ascertain compliance. If there are any violations of
this Assurance of Compliance, CDSS shall have the right to invoke fiscal sanctions or
other legal remedies in accordance with California Welfare and Institutions Code
section 10605, or California Government Code sections 11135 – 11139.5, as amended, or any other laws or regulations, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this Assurance of Compliance.

D. This Assurance of Compliance is binding on Consultant as long as Consultant is receiving federal or state funding pursuant to the agreement in which this Assurance of Compliance is included.

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

A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

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

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.
Section 17. **LICENSES AND PERMITS.**

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 18. **PERFORMANCE STANDARDS.**

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

Section 19. **CONFLICTS OF INTEREST.**

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 20. **NOTICES.**

A. Except as provided in sections 6.C. and 6.F. of this agreement (oral notice of termination), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Branch Director  
HHSA Children's Services  
Attn: Contracts Unit  
1313 Yuba Street  
Redding, CA 96001  
Phone: (530) 225-5757  
Fax: (530) 225-5190
If to Consultant:

Administration
Glenn County Health and Human Services Agency
P.O. Box 611
Willows, CA 95988
Phone: (530) 934-1439
Fax: (530) 934-6521
Email: admin@countyofglenn.net

B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 20.A. and shall be deemed to be effective immediately.

Section 21. AGREEMENT PREPARATION.

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

Section 22. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 23. SEVERABILITY.

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

Section 24. COUNTY’S RIGHT OF SETOFF.

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

Section 25. CONFIDENTIALITY OF CLIENT INFORMATION.

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultants employees,
volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, sections 827, 5328, 10850, and 14100.2 of the California Welfare and Institutions Code; Health and Safety sections 11845.5 and 11812, 22 California Code of Regulations section 51009; California Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; Title 45, Code of Federal Regulations, section 205.50; and Division 19 of the California Department of Social Services Manual of Policies and Procedures). All applicable regulations and statutes relating to patients’ rights shall be adhered to. No list of services of persons receiving services under this Agreement shall be published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements of confidentiality. This provision shall survive the termination, expiration, or cancellation of this agreement.

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

Date: _____________________________

DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____________________________
Deputy

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

By: Alan B. Cox
Deputy County Counsel III

Date: _____________________________

RISK MANAGEMENT APPROVAL

By: James Johnson
Risk Management Analyst III

CONSULTANT

Christine Zoppi, Director,
Glenn County Health and
Human Services Agency

Approved as to form:

Alicia Eklund, County Counsel, County of
Glenn, California

Tax I.D. # ______ On File

☐ Approved by Deputy Director Admin
☐ Approved by Deputy Director of Program
☐ Approved by Fiscal Manager
☐ Approved by Program Manager
CWS/CMS Training Information

Courses may be covered in workshops and training in Glenn County at the Orland site as well as county specific requests.

Course information and availability can be accessed through the UC Davis Extension Center for Human Services at https://humanservices.ucdavis.edu/
Below is a list of available training topics, including but not limited to:

- Adoptions in CWS/CMS
- Business Intelligence 4.2
- Creating Case Plans in CWS/CMS
- CWS Clerical Support Staff Training: Contact and Service Provider - Day 3 (Morning)
- CWS Clerical Support Staff Training: Court Hearing Process - Day 2 (Afternoon)
- CWS Clerical Support Staff Training: Foster Home Placement - Day 2 (Morning)
- CWS Clerical Support Staff Training: Health and Education Pages - Day 3 (Afternoon)
- CWS Clerical Support Staff Training: Introduction to CWS/CMS and Computer Skills - Day 1 (Morning)
- CWS Clerical Support Staff Training: Referral Intake Process - Day I (Afternoon)
- CWS/CMS Contacts
- CWS/CMS for Intermediate Users
- CWS/CMS for New Users
- CWS/CMS for Supervisors and Managers
- CWS/CMS Health and Education Passport
- CWS/CMS Help Desk
- CWS/CMS Placement
- CWS/CMS related to ICWA
- CWS/CMS Resource Management
- Intermediate Business Objects (Webi) for CWS/CMS
- Petition Writing in CWS/CMS
- SafeMeasures Advanced
- SafeMeasures Basic Navigation
- SafeMeasures Training/Updates
- Writing 366.26 Hearing and Post-Permanency Planning Reviews in CWS/CMS
- Writing Family Reunification and Maintenance Reports in CWS/CMS
- Writing Jurisdiction and Disposition Reports in CWS/CMS