



LASSEN COUNTY

Health and Social Services Department

- ☐ **HSS Administration**
1345 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8128
- ☐ **Public Guardian/Administrator**
1345 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8337
- ☐ **Housing & Grants**
1445 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8309
- ☐ **Behavioral Health**
555 Hospital Lane
Susanville, CA 96130
(530) 251 - 8108
- ☐ **Public Health**
1445 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8183
- ☒ **Community Social Services**
1400 Chestnut Street, Ste A
Susanville, CA 96130

LassenWORKS
1616 Chestnut Street
Susanville, CA 96130
(530) 251 - 8152

Child & Family Services
1600 Chestnut Street
Susanville, CA 96130
(530) 251 - 8277

Adult Services
1400 Chestnut Street, Ste B
Susanville, CA 96130
(530) 251 - 8158

Family Solutions/Wraparound
1400 Chestnut Street, Ste C
Susanville, California 96130
(530) 251 - 8340

Date: August 18, 2026

To: Gary Bridges, Chairman
Lassen County Board of Supervisors

From: Jayson Vial, Director
Lassen County Health & Social Services

Subject: Agreement between Lassen County and the Lassen County Office of Education for child care services to meet the obligations mandated in CalWORKS legislation Senate Bill 1542 for the term of July 1, 2026 through June 30, 2027.

Background:

Lassen County Community Social Services requests approval of an agreement with the Lassen County Office of Education to provide child care services necessary to meet the County's obligations under CalWORKs legislation established by Senate Bill (SB) 1542. The agreement authorizes the Lassen County Office of Education to administer child care services for eligible CalWORKs families, ensuring participants have access to reliable child care while engaging in welfare-to-work activities and employment.

This partnership enables the County to fulfill state-mandated CalWORKs child care requirements by providing services that support eligible families in achieving self-sufficiency through employment, education, and training opportunities.

Fiscal Impact:

This Agreement will be paid from the Community Social Services Budget Fund No. 120/0822, with a Maximum Contract Amount not to exceed \$300,000.

Action Requested:

1) Approve the Agreement with the Lassen County Office of Education; and 2) Authorize the County Administrative Officer to execute the Agreement.

Mailing Address:
PO Box 1180
Susanville, California 96130

**AGREEMENT BETWEEN
LASSEN COUNTY
AND
LASSEN COUNTY OFFICE OF EDUCATION**

This Agreement is made between County of Lassen, a political subdivision of the State of California (hereinafter "COUNTY") and LASSEN COUNTY OFFICE OF EDUCATION, Child and Family Resources, (hereinafter "CONTRACTOR").

WHEREAS COUNTY has a need for child care services to meet the obligations mandated in CalWORKS legislation (SB1542); and

WHEREAS COUNTY in its capacity as administrator of the CalWORKs program is required to ensure that participants have access to appropriate, quality, and seamless child care services; and

WHEREAS CONTRACTOR in its dual capacity as the local Alternative Payment Program provider and the Child Care Resource and Referral Agency is qualified and able to meet COUNTY's needs and provide the services.

NOW THEREFORE, In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A". CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A."

2. TERM.

The term of this agreement shall be for the period of July 1, 2026 through June 30, 2027.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billing for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials, which may be required for furnishing services pursuant to this Agreement.

COUNTY shall:

- a. Monitor and evaluate CONTRACTOR'S performance, expenditures and service levels for compliance with the terms of this Agreement.
- b. Review all invoices submitted by CONTRACTOR for allowable costs and approve for payment as appropriate conditioned in the availability of state and federal funds.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. **GENERAL PROVISIONS.**

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

7. **DESIGNATED REPRESENTATIVES.**

Jayson Vial, Director, Lassen County Health and Social Services, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Patricia Gunderson, Superintendent, Lassen County Office of Education is the authorized representative for CONTRACTOR. Changes in the designated representatives shall occur only by advance written notice to the other party.

8. **ATTACHMENTS.**

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

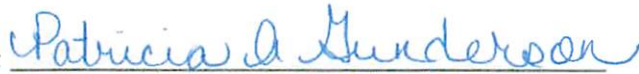
Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Civil Rights Compliance Assurance

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR

Dated: _____

By: _____



Patricia Gunderson, Superintendent
Lassen County Office of Education

COUNTY

Dated: _____

By: _____

Maurice Anderson,
County Administrative Officer

Approved as to form:

Andrew Plett
Lassen County Counsel

By: _____



ATTACHMENT A
AGREEMENT BETWEEN
LASSEN COUNTY
AND
LASSEN COUNTY OFFICE OF EDUCATION
SCOPE OF DUTIES

A.1. SCOPE OF SERVICES AND DUTIES.

A.1.1. PURPOSE of the collaboration between COUNTY and CONTRACTOR:

COUNTY is mandated to ensure that CalWORKs applicants and recipients who are working or participating in required welfare-to-work activities have access to subsidized child care services. In its roles as the local child care Resource and Referral (R&R) and Alternative Payment Program (APP) agencies, CONTRACTOR administers the majority of child care subsidy programs available to County residents. CONTRACTOR also provides Trustline registration services for non-licensed nonexempt child care providers and coordinates ongoing child care provider training throughout the County. The purpose of this collaboration is to ensure that CalWORKs families receive seamless child care services as they progress from dependency to self-sufficiency.

A.1.2. GOALS:

Overall goals of this collaboration include reducing dependency upon public assistance and promoting family stability and self-sufficiency. Specific outcomes expected of this collaboration are:

- CalWORKs recipients will not be prevented from working or participating in their required welfare-to-work activities due to a lack of or inability to pay for child care.
- Current and former CalWORKs recipients will be transitioned seamlessly from one child care program to another as their situation warrants.
- Children whose parents are working or participating in welfare-to-work activities will receive care in an appropriate setting.
- CalWORKs families will maintain parental choice when selecting the child care setting that best meets their needs.

A.1.3. DEFINITIONS:

The following are some of the more common terms used in the administration of the CalWORKs Child Care program.

- Health and safety requirements: All nonexempt child care providers will be required to complete a Health and Safety Self-Certification with the parent(s) of the child(ren) to be cared for. Parents will be provided with a Health and Safety Facility Checklist to assist them in determining whether the provider's home is healthy and safe.
- Licensed child care: Child care provided by an organization or individual licensed by California Department of Social Services (CDSS) Community Care Licensing division such as a child care center or licensed family child care home.
- Exempt child care: Child care provided by an unlicensed individual such as a friend or relative of the family.

- Stage One Child Care: Child care subsidy program funded through CalWORKs and intended for use by CalWORKs families while working or participating in welfare-to-work activities.
- Trustline Registry: System that provides for criminal record clearance and substantiated child abuse report checks of individuals providing exempt child care for CalWORKs families. All unlicensed providers who are not related by blood or marriage to the children for whom they are caring must be cleared through the Trustline Registry in order to receive CalWORKs child care payments.

A.1.4. SERVICES TO BE PROVIDED BY CONTRACTOR:

In all the services described below, CONTRACTOR shall adhere to regulations cited in the California Department of Social Services Manual of Policies and Procedures Division 47 governing the administration of Stage One Child Care. Services to be provided by CONTRACTOR under the terms of this Agreement are:

- Conduct face-to-face or, when appropriate, telephone interviews with all CalWORKs participants referred by COUNTY for review and disposition of their request for Stage One Child Care within a time frame that will ensure that the client is not prevented from working or participating in his or her assigned welfare-to-work activity or within 30 (thirty) days, whichever is sooner.
- Assist CalWORKs participants in locating and securing child care that is appropriate.
- Assist CalWORKs participants and their chosen child care providers in meeting Trustline and Health and Safety requirements.
- Notify COUNTY of the status of the CalWORKs participant's request for Stage One Child Care within 5 (five) days of disposition.
- Arrange payment for child care provided in an amount consistent with the CalWORKs participant's employment, welfare-to-work plan, or welfare-to-work activity agreement, including a reasonable amount of time for travel to and from the child care setting.
- Ensure that child care is paid for from the most appropriate source and transition CalWORKs children and families between payment sources as seamlessly as possible.
- Notify COUNTY staff when CalWORKs participants are uncooperative or when child care fraud is suspected.
- Ensure that exempt and nonexempt child care providers are notified of training opportunities and other programs and services available.
- Maintain trained staff adequate to meet program requirements.
- Meet with COUNTY staff no less than quarterly to review program status, discuss modifications, and resolve problems.
- Maintain appropriate financial and statistical records and monthly provide to COUNTY information sufficient to substantiate appropriate reimbursement and to complete child care reports required by CDSS.

A.1.5. COUNTY RESPONSIBILITIES:

Under the terms of this Agreement, COUNTY will:

- a. Refer to CONTRACTOR all CalWORKs families requiring child care assistance.
- b. Provide a copy of the CalWORKs participant's welfare-to-work plan or activity agreement and/or information sufficient for CONTRACTOR to determine eligibility to Stage One Child Care and the amount to be paid, as well as COUNTY case worker name and contact information.
- c. Confer with CONTRACTOR staff when additional information or documentation is required.
- d. Notify CONTRACTOR within 5 (five) working days of any significant change in the CalWORKs participant's status that might impact Stage One Child Care eligibility and/or payment amount.
- e. Take appropriate action on CONTRACTOR reports of participant non-cooperation or suspicion of child care fraud and communicate action taken to CONTRACTOR within 5 (five) working days.
- f. Meet with CONTRACTOR staff no less than quarterly to review program status, discuss modifications, and resolve problems.

A.1.6 CHILD CARE INITIATIVE PROJECT (CCIP):

COUNTY will provide matching funds required for CONTRACTOR to participate in the California Department of Education, Child Development Division's Child Care Initiative Project (CCIP), permitting CONTRACTOR to provide a variety of activities designed to increase child care capacity and enhance the quality of child care services throughout the County."

A.2 MANNER IN WHICH SERVICES ARE TO BE PERFORMED:

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.3 OPERATIONAL REVIEW.

An on-site operational review may be conducted by COUNTY Health and Social Services staff to assure contract compliance.

END OF ATTACHMENT A

ATTACHMENT B

**AGREEMENT BETWEEN
LASSEN COUNTY
AND
LASSEN COUNTY OFFICE OF EDUCATION**

PAYMENT

B.1 COUNTY shall pay CONTRACTOR as follows:

- B.1.1** The consideration to be paid CONTRACTOR, as provided herein, shall be in compensation for all of CONTRACTOR's expenses incurred in the performance hereof unless otherwise expressly so provided.
- B.1.2** CONTRACTOR shall provide billing on a monthly basis for services provided. The COUNTY shall pay CONTRACTOR within 30 days of its receipt of a complete, correct and approved billing.
- B.1.3** CONTRACTOR will provide services in Attachment A through the term of this agreement. The amount of this agreement will not exceed the Maximum Contract Amount in Paragraph B.2 below.

B.2 PAYMENT GRID

July 1, 2026 through June 30, 2027					
Service Description	Funding Source	Unit Type	Rate	Total # Units	Total
Provider Payments	CalWORKs	Actual expenses not to exceed			\$258,768.00
Salary & Benefits Direct Services	CalWORKs	Monthly	\$3,117.00	12	\$37,404.00
Salary & Benefits Indirect Services	CalWORKs	Monthly	\$135.00	12	\$1,620.00
Operating Expenses	CalWORKs	Monthly	\$184.00	12	\$2,208.00
Maximum Agreement Amount					\$300,000.00

Contingent upon the availability of funds and approval of the Board of Supervisors

END OF ATTACHMENT B

ATTACHMENT C

**AGREEMENT BETWEEN
LASSEN COUNTY
AND
LASSEN COUNTY OFFICE OF EDUCATION**

ADDITIONAL PROVISIONS

C.1 CONFIDENTIALITY.

CONTRACTOR agrees that all of COUNTY's client records will be maintained in the strictest confidence as per state law and in accordance with 42 CFR, Part 1 and Article 7 (commencing with Section 5325) of Subchapter 2, part 1 of division 5 of the Welfare and Institutions Code. CONTRACTOR shall hold county harmless from any suit against the CONTRACTOR as a result of any breach of confidentiality on the part of CONTRACTOR or its agents or employees.

END OF ATTACHMENT C

ATTACHMENT D
AGREEMENT BETWEEN
LASSEN COUNTY
AND
LASSEN COUNTY OFFICE OF EDUCATION

GENERAL PROVISIONS

- D.1 INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:
- D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.
 - D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.
 - D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.
 - D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.
 - D.1.5 CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.
 - D.1.6 CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.
 - D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.
 - D.1.8 CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.
 - D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY any way without the written consent of the COUNTY.
- D.2 LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY

that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the following coverages:

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Two Million Dollars (\$2,000,000) per occurrence and with not less than Two Million Dollars (\$2,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than Two Million Dollars (\$2,000,000) per incident and Two Million Dollars (\$2,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

D.5.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.4 Workers' Compensation Insurance coverage for all of CONTRACTOR's employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY. as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

Jayson Vial, Director
Lassen County Health and Social Services
P.O. Box 1180
Susanville, CA 96130

Upon COUNTY's request, CONTRACTOR shall deliver certified copies of any insurance policies to COUNTY.

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY. COUNTY shall not be liable for, and CONTRACTOR shall defend, indemnify and hold COUNTY and its officers, agents, employees, and volunteers (collectively "County Parties"), harmless against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of CONTRACTOR or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. CONTRACTOR shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. COUNTY shall not be liable for, and CONTRACTOR shall defend, indemnify and hold COUNTY and its officers, agents, employees and volunteers (collectively 'County Parties'),

harmless against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims")), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of CONTRACTOR or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, CONTRACTOR shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

D.6.1. Claims Arising from Sole Acts or Omissions of COUNTY:

The County of Lassen (COUNTY) does hereby agrees to defend and indemnify the Lassen County Office of Education, its agents, officers and employees (hereinafter collectively referred to in this paragraph as Lassen County Office of Education, from any claim, action or proceeding against Lassen County Office of Education, arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, Lassen County Office of Education, may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve county of any obligation imposed by this Agreement. Lassen County Office of Education, shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

D.6.2. Claims arising From Sole Acts or Omissions of Lassen County Office of Education,

The Lassen County Office of Education, hereby agrees to defend and indemnify the County of Lassen, its agents, officers and employees, (hereinafter collectively referred to in this paragraph as County), from any claim, action or proceeding against County, arising solely out of the acts or omissions of Lassen County Office of Education, in the performance of this MOA. At its sole discretion, County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Lassen County Office of Education, of any obligation imposed by this Agreement. County shall notify Lassen County Office of Education, promptly of any claim, action or proceeding and cooperate fully in the defense.

D.6.3. Claims Arising From Concurrent Acts or Omissions:

The County of Lassen (COUNTY) hereby agrees to defend itself, and the Lassen County Office of Education, hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and Lassen County Office of Education, In such cases, COUNTY and Lassen County Office of Education, agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.

D.6.4. Joint Defense:

Notwithstanding paragraph D.6.3 above, in cases where COUNTY and Lassen County Office of Education, agree in writing to a joint defense, County and Lassen County Office of Education, may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Lassen County Office of Education. Joint defense counsel shall be selected by mutual agreement of County and Lassen County Office of Education. County and Lassen County Office of Education agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph D.6.5 below. County and Lassen County Office of Education further agree that neither party may bind the other to a settlement agreement without the written consent of both County and Lassen County Office of Education.

D.6.5. Reimbursement and/or Reallocation:

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and Lassen County Office of Education may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

- D.7 CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.
- D.8 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
- D.9 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.
- D.10 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.
- D.11 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.
- D.12 TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.
- D.13 TERMINATION.** COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

D.13.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by

CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date. Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

- D.13.3 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.
- D.14 **OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.
- D.15 **WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
- D.16 **COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.
- D.17 **SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.
- D.18 **ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.
- D.19 **MINOR AUDITOR REVISION.** In the event the Lassen County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

- D.20 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- D.21 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
- D.21.1 Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
- D.21.2 Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
- D.22 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.
- D.23 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- D.24 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.
- D.25 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- D.26 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
- D.27 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- D.28 VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lassen, State of California.
- D.29 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
- D.30 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.
- D.31 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms nor conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 Legal Compliance. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 Advisement. CONTRACTOR agrees that if any facts come to its attention which raises any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 Admonition. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement.

CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number.

D.38 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Jayson Vial, Director
Lassen County Health and Social Services
P.O. Box 1180
Susanville, CA 96130

If to "CONTRACTOR":

Patricia Gunderson, Superintendent
Lassen County Office of Education
472-013 Johnstonville Road
Susanville, CA 96130

D.39 THIRD PARTY BENEFICIARIES. This Agreement is made solely and specifically among and for the benefit of the parties to it, the COUNTY and the CONTRACTOR, and their respective successors and assigns, subject to the express provisions of the agreement relating to successors and assigns, and no other person, including any person receiving placement or services facilitated by the Agreement, has or will have any rights, interest, or claims under this Agreement as a third-party beneficiary or otherwise. This Agreement shall not establish any actionable duty of the COUNTY or COUNTY personnel inuring to any third party or to anyone claiming under or on behalf of such a third party.

END OF ATTACHMENT D

ATTACHMENT E

**VENDOR ASSURANCE OF COMPLIANCE WITH
THE LASSEN COUNTY WELFARE DEPARTMENT**

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF VENDOR/RECIPIENT: Lassen County Office of Education

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 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, 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 GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient 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, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

Director's Signature

Address of vendor/recipient

(08/13/01)

CR50-Vendor Assurance of Compliance