

**COUNTY OF SISKIYOU  
CONTRACT FOR SERVICES**

This Contract made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 between:

COUNTY: Siskiyou County Health and Human Services Agency (SCHHSA)  
2060 Campus Drive  
Yreka, California 96097

And

CONTRACTOR: Siskiyou Child Care Council  
P.O. Box 500  
Weed, California 96094

**ARTICLE 1. TERM OF CONTRACT**

**1.01** Contract Term: This Contract shall become effective on July 1, 2017 and shall terminate on June 30, 2018 unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

**ARTICLE 2. INDEPENDENT CONTRACTOR STATUS**

**2.01** Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

**ARTICLE 3. SERVICES**

**3.01** Specific Services: Contractor agrees to furnish the following services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by the Director of Health and Human Services Agency or his or her designee.

**3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to

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protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

- 3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

#### **ARTICLE 4. COMPENSATION**

- 4.01** Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed the total not to exceed amount of ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 (\$150,000.00) -- THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) for administrative costs and ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00) for child care reimbursement. Payment shall be at the rates as set forth in Exhibit "A1" attached hereto.
- 4.02** Compensation Dependent on Budget: Compensation shall be made by the County to the Contractor only for expenditures, which are in accordance with the approved line-item budget as identified in Exhibit A1, which is attached hereto and incorporated by reference.
- 4.03** Budgetary Compliance: Contractor shall submit expenditure reports, statistical reports, and other fiscal reports as required by the Contract or its Exhibits. Contractor may make changes in any individual line item provided all of the following conditions are met:
- A. Contractor shall, in advance of making any such change, submit a written notification of the proposed change to the County with an explanation that justifies the need for the proposed change, and accompanied by a revised budget reflecting the amount of each line-item to be reduced or increased In order to provide the proposed change; and
  - B. The County approves the proposed revised budget; and
  - C. Any proposed increase or decrease in a single line item which exceeds 10% of the original line item amount must be approved by the Director of the Health and Human Services Agency, or his or her designee; and
  - D. Any approved modifications shall not result in an increase in the total contract amount.
- 4.04** Method of Payment: The method of reimbursement for services rendered shall be as follows:

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- A. The Contractor shall bill the County for amounts equal to the actual costs incurred for allowable items within thirty (30) calendar days following the end of the month in which services were delivered. Billing shall be submitted to County in a format specified by County and documented in such reasonable detail as the County's Auditor shall require establishing by documentation that the funds were expended for the intended purposes of this Contract.
- B. In order to ensure that FY 2017/2018 expenditures are claimed to FY 2017/2018 revenues, the billing for the month of June, 2018 must be received by June 16, 2018.
- C. The Contractor shall estimate costs as necessary through June 30, 2018. A final reconciliation of projected and actual costs for the month of June, 2018 shall be submitted to the County by July 31, 2018 accompanied by the final invoice or check for overpayment, as is appropriate.
- D. Final payment shall be made upon receipt of the reconciled expenditure and statistical reports for the period ending June 30, 2018. Final billing for all costs of the Contract must be submitted before July 31, 2018. Final payment may be held until any necessary termination audit is completed.
- E. The Contractor, if at fault for any errors discovered in an audit is responsible for the repayment of all audit exceptions resulting from audits performed by the county, state or federal agencies related to actions taken by the Contractor in failing to meet the conditions of this Contract.
- F. All Contractor and subcontractor costs shall be supported by properly executed payrolls, time records, attendance records, invoices, contract detailed general ledgers, vouchers, orders or any other documents pertaining in whole or in part to this Contract.

**4.05** Invoices: Contractor shall submit detailed invoices for all services being rendered.

**4.06** Date for Payment of Compensation: County shall pay within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.

**4.07** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

**4.08** Payment to Contractor for services rendered is predicated upon full compliance of the Contract. Payment may be withheld if determined Contractor is not in full compliance with terms, conditions, and requirements of Contract.

## **ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

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- 5.01 Contractor Qualifications:** Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02 Contract Management:** Contractor shall report to the Director of Health and Human Services Agency, or his or her designee, who will review the activities and performance of the Contractor and administer this Contract.
- 5.03 Tools and Instrumentalities:** Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.04 Workers' Compensation:** Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through worker's compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.
- 5.05 Indemnification:** Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.06 General Liability and Automobile Insurance:** During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability policy of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees,

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volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

A. Automobile Liability: Where the work or services to be provided under this Contract involve or require the use of any type of vehicle by Contractor's officers, agents, employees, volunteers, contractors or subcontractors in order to perform said work or services, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00). Said policies shall be payable on a "per occurrence" basis unless SCHHSA specifically consents to a "claims made" basis.

**5.07 Certificate of Insurance and Endorsements**: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a "Certificate Holder" or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06, and 5.10 are provided to County.**

**5.08 Public Employees Retirement System (CalPERS)**: In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and

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hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

- 5.09** IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10** Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contactors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of (\$1,000,000) One Million Dollars, or as determined in writing by County's Risk Management Department.
- 5.11** State and Federal Taxes: As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- A. County will not withhold FICA (Social Security) from Contractor's payments;
  - B. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
  - C. County will not withhold state or federal income tax from payment to Contractor.
  - D. County will not make disability insurance contributions on behalf of Contractor.
  - E. County will not obtain workers' compensation insurance on behalf of Contractor.
- 5.12** Records: Upon request, Contractor shall provide the County with copies of all reports and other materials collected or produced by the Contactor or any subcontractor of Contractor in connection with this Contract.
- 5.13** Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any

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longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

**5.14** Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

**5.15** Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.

**5.16** Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

**5.17** Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor'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 Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.

**5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed.

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Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.

**5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

A. Pursuant to the Single Audit Act and the Office of Management and Budget (OMB) Circular A-144, any Contractor who receives a total of \$500,000 or more per year in federal funds for the purpose of carrying out federal programs may be required to complete an annual audit. The funding threshold is aggregate funds from all sources.

If Contractor is subject to Annual Audit requirements, Contractor is required to submit a copy of the completed audit to the Siskiyou County Health and Human Services Agency by November 30, of each contract year, for the previous fiscal year.

B. Pursuant to Executive Order 123549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17, Contractor must be in good standing with the federal government, and may not be barred or suspended from federal financial assistance programs and activities, nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency for the duration of this Contract, or County may elect to terminate the Contract.

Contractor may not be listed on the Excluded Parties Listing System (EPLS) (<http://www.sam.gov>) prior to or during the Contract. The Contract will not be awarded to Contractor if Contractor appears on the EPLS database as suspended or debarred.

C. Pursuant to Office of Management and Budget Circular A-133, Contractor is provided the Catalog of Federal Domestic Assistance (CFDA) Numbers for programs administered on behalf of California Department of Social Services attached hereto as Exhibit C.

**5.20** Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

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**5.21 Confidentiality:** Contractor agrees to comply with and require their officers, employees, agents, volunteers, contractors and subcontractors to comply with all federal and state confidentiality requirements, including the provisions of Welfare and Institutions Code Section 10850 and the California Department of Social Services' Manual of Policies and Procedures, Division 19, the Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Siskiyou, Health and Human Services Agency, and the Agreement between the Social Security Administration and the Department of Health Care Services, otherwise referred to as the 1137 Agreement to assure that:

- A. All records concerning any applicant or participant shall be confidential and shall not be open to examination for any purpose not directly connected with the purposes of this Contract. No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to any applicant for or recipient of public social services.
- B. The Medi-Cal Data Privacy and Security Agreement requires Contractors who assist SCHHSA in its Medi-Cal functions, or Contractors who receive Personally Identifiable information (PII) from SCHHSA to comply with substantive privacy and security requirements as listed in the Medi-Cal Data Privacy and Security Agreement and the 1137 Agreement.

The Medi-Cal Data Privacy and Security Agreement and the 1137 Agreement is provided to Contractor electronically, and can be accessed by Contractor at the following website:

<http://www.co.siskiyou.ca.us/content/social-services-division>.

In the main center column of this page in the Section named "Social Services Resource Center", look for the Resource Titles:

"Medi-Cal Privacy and Security Agreement"  
and  
"SSA-DHCS Agreement 1137"

and select "Download File" next to the resource title to be viewed or printed.

If Contractor is unable to access the electronic version of the Medi-Cal Data Privacy and Security Agreement, or the 1137 Agreement, Contractor shall notify SCHHSA and SCHHSA will provide Contractor with a hard-copy of each document.

Contractor agrees to comply with the privacy and security safeguards contained in the Medi-Cal Data Privacy and Security Agreement and the 1137

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Agreement. Signature by Contractor on this Contract confirms agreement to comply with all provisions of the Medi-Cal Data Privacy and Security Agreement and the 1137 Agreement.

- C. Contractor agrees to inform all of their officers, employees, agents, volunteers, contractors and subcontractors of the provisions mandated by Welfare and Institutions Code Section 10850 and the California Department of Social Services' Manual of Policies and Procedures, Division 19 and to further inform them that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor.

**5.22** Health Insurance Portability and Accountability Act (HIPAA): Contractor shall comply with, and assist SCHSA in complying with, the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA), as follows.

- A. Use or Disclosure of Protected Health Information: Contractor may use or disclose protected health information (PHI) to perform its obligations under the Contract, provided that such use or disclosure does not violate this Agreement, is not prohibited by the Health Insurance Portability and Accountability Act (HIPAA) including, but not limited to, the provisions of Title 42, United States Code, Section 1320d et seq. and Title 45, Code of Federal Regulations (C.F.R.), Parts 142, 160, 162 and 164, or does not exceed the scope of how County could use or disclose the information.

Contractor shall not use, disclose or allow the disclosure of PHI except as permitted herein or as required or authorized by law. Contractor shall implement appropriate safeguards to prevent use or disclosure of PHI other than as provided herein. At the request of and in the time and manner designated by County, Contractor shall provide access to PHI in a designated record set as required by 45 C.F.R. Section 164.524. Contractor shall report to County any use or disclosure of PHI not provided for herein or HIPAA regulations.

If Contractor provides PHI to a third party, including officers, agents, employees, volunteers, contractors and subcontractors, pursuant to the terms of the Contract, Contractor shall ensure that the third party complies with all HIPAA regulations and the terms set forth herein.

- B. Documentation and Accounting of Uses and Disclosures: Contractor shall document any disclosures of PHI in a manner that would allow County to respond to a request for an accounting of disclosures of PHI in accordance with 45 C.F.R. Section 164.528. Contractor shall provide County, in a time and manner designated by County, all information necessary to respond to a request for an accounting of disclosures of PHI.

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- C. Amendments to Designated Record Sets: In accordance with 45 C.F.R. Section 164.526, Contractor agrees to amend PHI in its possession as requested by an individual or as directed by County, in a time and manner designated by County.
  - D. Access to Records: Contractor shall make available to County or the Secretary of the United States Department of Health and Human Services (HHS), in the time and manner designated by County or HHS, any records related to the use, disclosure and privacy protections of PHI for the purpose of investigating or auditing County's compliance with HIPAA regulations.
  - E. Termination of Agreement: Upon County's knowledge of a material breach of these provisions or HIPAA regulations, County shall, at its option, either provide Contractor with an opportunity to cure the breach or immediately terminate this Contract. If Contractor is given an opportunity to cure the breach but fails to do so within the time specified by County, County may terminate the Contract without further notice.
  - F. Destruction of PHI: Upon termination of this Contract, Contractor shall return to County all PHI required to be retained and return or destroy all other PHI to comply with HIPAA regulations. This provision shall apply to PHI in the possession of Contractor's officers, agents, employees, volunteers, contractors and subcontractors who shall retain no copies of the PHI. If Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide County with notice specifying the conditions that make return or destruction not feasible. If County agrees that return of the PHI is not feasible, Contractor shall continue to extend the protections of this provision to the PHI for so long as Contractor or its officers, agents, employees, volunteers, contractors or subcontractors maintain such PHI.
- 5.23** Nondiscrimination: Contractor agrees to the terms and conditions set forth in the "Nondiscrimination in State and Federally-Assisted Programs" addendum, attached hereto as Exhibit B and those terms and conditions are hereby incorporated into the Contract by reference.
- 5.24** Grievance Procedure: If Contractor is required by ordinance, regulation, policy, the California Department of Social Services, County or other authority to have a procedure for filing and considering grievances, Contractor shall provide County with a copy of Contractor's grievance procedure prior to providing services under this Contract.
- 5.25** Child Abuse and Neglect Reporting: Contractor shall comply with all state and federal laws pertaining to the reporting of child abuse and/or neglect. Contractor's officers, employees, agents and volunteers shall report all known or suspected instances of child abuse and/or neglect to the Child Protective Services agency or other agency as required by Penal Code Section 11164 et seq.

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- 5.26** Changes in Regulations: If SCHHSA notifies Contractor of a change in County, SCHHSA or California Department of Social Service regulations or guidelines affecting contract activities, Contractor shall choose one of the following options and notify the County in writing within five (5) days of receipt of the notice as to its choice: (1) Indicate that Contractor's operations are currently in compliance with the change in regulation or guideline; (2) Indicate that Contractor is in the process of modifying operations to comply with the change and will complete these modifications and be in compliance within thirty (30) days of notification by County or SCHHSA; or (3) Notify SCHHSA of termination of the Contract or seek modification of any terms of the Contract materially affected by a regulation or guideline change.

## **ARTICLE 6. OBLIGATIONS OF COUNTY**

- 6.01** Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

## **ARTICLE 7. TERMINATION**

- 7.01** Termination on Occurrence of State Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor.

- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.

- 7.03** Termination for Convenience of County: Either party may terminate this Contract at any time by providing a notice in writing to the other party that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contractor is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

- 7.04** Termination of Funding: County may terminate this Contract in any fiscal year in which it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

## **ARTICLE 8. GENERAL PROVISIONS**

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified. Mailed notices shall be addressed and sent to the parties at the addresses

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appearing below. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

SCHHSA: Siskiyou County Health and Human Services Agency  
Deputy Director of Social Services Division  
818 South Main Street  
Yreka, CA 96097-3321

Phone: (530) 841-2752

Contractor: Siskiyou Child Care Council  
Mike Michelon, Executive Director  
P.O. Box 500  
Weed, CA 96094

Phone: (530) 938-2748

- 8.02** Entire Agreement of the Parties: This contract supersedes any and all previous contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the parties with respect to such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party and approved by the County as provided herein or as otherwise required by law.
- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing party will 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 that party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Version 2-1-09 including changes approved by County Counsel for FY 10/11, 11/12, 12/13, 13/14 and 14/15. Revisions added in for FY 16/17 (TB) to include new language for contracts with budgets and updated URL for MEDS and 1137 Agreement. Section 4.06 (4.03 in current template) and 5.07 updated for FY 17/18.

- 8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08** Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.
- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.
- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them

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exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

**8.15 No Reliance On Representations:** Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties.

Executed in Yreka, California, on the date and year first above written.

**CONTRACTOR: Siskiyou Child Care Council**

By: Mike Michelon  
Mike Michelon, Executive Director

TAXPAYER I.D. 94-2674706

**COUNTY OF SISKIYOU:**

By: \_\_\_\_\_  
Michael N. Kobseff, Chair  
Siskiyou County Board of Supervisors

ATTEST:  
COLLEEN SETZER  
Clerk, Board of Supervisors

By: \_\_\_\_\_  
Deputy

ACCOUNTING:  
Fund: 2120    Organization: 501010    Account: 723000    NTE FY 17/18 \$150,000.00

Version 2-1-09 including changes approved by County Counsel for FY 10/11, 11/12, 12/13, 13/14 and 14/15. Revisions added in for FY 16/17 (TB) to include new language for contracts with budgets and updated URL for MEDS and 1137 Agreement. Section 4.06 (4.03 in current template) and 5.07 updated for FY 17/18.

**COUNTY OF SISKIYOU  
CONTRACT FOR SERVICES**

**Exhibit "A"**

- A. Pursuant to Section 3.01 Specific Services, County shall:
1. Provide all CalWORKs applicants and recipients with information about services the Contractor provides;
  2. Refer all CalWORKs recipients' needing assistance with child care providers and payments to Contractor;
  3. Follow the agreed upon referral process; and
  4. Provide reimbursement for payments made by Contractor to child care providers for services to CalWORKs recipients in Stage I child care as invoiced according to Paragraph B.3 of this Exhibit "A".
- B. Pursuant to Section 3.01 Specific Services, Contractor shall provide the following services.
1. Provide CalWORKs recipients requiring child care payment assistance with an orientation from Contractor. This will include requirements, timesheets, confidentiality, availability of child care resource and referral services, and other program information as necessary.
  2. Provide all providers of Stage I child care with an Orientation. This will include requirements, timesheets, confidentiality, and other program information as necessary. If needed, the Department of Justice Trustline background check process will be started.
  3. On a bi-monthly basis, collect time sheets from providers, calculate charges for Stage I child care, and submit detailed invoices to SCHHSA, Attention FISCAL, for reimbursement.
  4. Immediately notify SCHHSA, when informed by a provider, that a family has not used child care for more than a week.
  5. Maintain close contact with SCHHSA so that client information is exchanged in a timely fashion and program efficiency is maintained.

(Exhibit "A" continued on next page)

**COUNTY OF SISKIYOU  
CONTRACT FOR SERVICES**

**Exhibit "A"  
Page Two**

6. Collect data on CalWORKs participants and providers, and make it available to SCHHSA when needed or requested.
  7. Issue the payment to child care providers for services to CalWORKs recipients in Stage I child care.
  8. Issue checks to the providers on the 15<sup>th</sup> and the last working day of the month unless the 15<sup>th</sup> or the last working day of the month falls on a weekend or holiday, in which case the checks will be issued prior to the 15<sup>th</sup> of the month or on the last working day of the month.
- C. Pursuant to Section 3.01 Specific Services, SCHHSA and Siskiyou Child Care Council will strive to:
1. Meet twice a year;
  2. Discuss, with staff from both agencies, the effectiveness of the referral process; and
  3. Determine desirable outcomes for our clients.

**SISKIYOU CHILD CARE COUNCIL STAGE 1 BUDGET - Exhibit A1**  
**FY 2017/2018**

**Wages**

Total Wages \$ 20,418.00

**Taxes and Benefits**

Total Taxes and Benefits \$ 6,961.00

**Operating Expenses**

Total Operating Expenses \$ 2,621.00

**Total Expenses** \$ 30,000.00

ASSURANCE OF COMPLIANCE WITH  
THE SISKIYOU COUNTY  
HUMAN SERVICES AGENCY  
NONDISCRIMINATION IN STATE  
AND FEDERALLY - ASSISTED PROGRAMS

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Siskiyou Child Care Council

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; 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; the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic 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 35], 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 age, sex, color, disability, national origin, race, marital status, religion or political affiliation 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 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.

5/23/17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mike Michelon, Executive Director

California Department of Social Services  
 Federal Grants and Awards  
 Catalog of Federal Domestic Assistance (CFDA)  
 Federal Fiscal Year 2015

EXHIBIT C

CFL 14/15-77  
 ATTACHMENT

CFDA Number	Program Title	Federal Award Identification Number (FAIN)	Federal Award Date	Period of Performance	Federal Awarding Agency	Federal award Project Description as required by FFATA
10.551	Supplemental Nutrition Assistance Program (SNAP Benefits)	n/a	10/01/14	n/a	FNS	n/a
10.561	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program -SNAP Administrative Expenditures (SAE)	15157CACA4S2514	10/03/14	2 Year	FNS	County Administered, State Supervised Program to administer the Supplemental Nutrition Assistance Program and Outreach services.
	(1) SNAP SAE		10/16/14			
	(2) SNAP Employment & Training (E & T) 100% funds	15157CACA4Q7503	01/15/15	2 Year	FNS	County Administered, State Supervised Program for CalFresh Employment and Training (E&T). This is California's E&T program for Non-Assistance CalFresh applicants and recipients.
	(3) SNAP E & T 50% funds	15157CACA4S2519	02/13/15			
	(4) SNAP E & T 50% Participant Reimbursement	15157CACA4S2520	04/06/15	03/06/15	2 Year	FNS
(5) SNAP Nutrition Education	15157CACA5Q3903	02/13/15	10/03/14	2 Year	FNS	County Administered, State Supervised Program provides nutrition education activities statewide including media campaigns to promote healthy eating, nutrition classes for adults and the development of educational materials for use in low-income schools.
10.568	Emergency Food Assistance Program (Administrative Costs)	15157CACA8Y8105	10/03/14	1 Year	FNS	Food Bank Administered, State Supervised Program the Emergency Food Assistance Program.
10.569	Emergency Food Assistance Program (Food Commodities)	n/a	n/a	n/a	FNS	To help supplement the diets of low-income persons by making USDA Foods available to the State Agencies that are responsible for the distribution of USDA Foods within the states.
10.596	SNAP E & T Pilots	15158CA000E3203	04/06/15	4 Year	FNS	Pilot projects to reduce dependency and increase work requirements and wok effort under SNAP.
93.090	Guardianship Assistance Program - Title IV-E (Fed-GAP)	1501CAGARD	10/1/2014	2 Year	ACF	County Administered, State Supervised Program to provide guardianship assistance payments for the care of children by relatives who have assumed legal guardianship of eligible children for whom they previously cared as foster parents.

CFDA Number	Program Title	Federal Award Identification Number (FAIN)	Federal Award Date	Period of Performance	Federal Awarding Agency	Federal award Project Description as required by FFATA
93.556	Promoting Safe and Stable Families (PSSF)	1401CAFPSS	12/13/13 04/01/14 07/01/14	2 Year	ACF	County Administered, State Supervised program, PSSF is used to support family preservation and family reunification efforts.
93.558	Temporary Assistance for Needy Families (TANF)	1502CATANF	10/09/14 01/07/15 04/01/15	5 Year	ACF	County Administered, State Supervised Program to achieve the following TANF goals: 1) Provide assistance to needy families so that children may be cared for in their own homes or in the home of relatives; 2) End the dependence of needy parents on government benefits by promoting job preparation, work, and marriage; 3) Prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies; and 4) Encourage the formation and maintenance of two-parent families.
93.566	(1) Refugee and Entrant Assistance - State Administered Programs	1501CARCMA	10/15/14 01/28/15 04/09/15	2 Year	ACF	County Administered, State Supervised Program for grants that are provided to refugees during their first eight months in the U.S. if they are not otherwise eligible for other categorical welfare programs.
	(2) Refugee and Entrant Assistance - State Administered Programs - Refugee Social Services	1401CARSOC	02/05/14 05/08/14 08/08/14	2 Year	ACF	County administered, State Supervised program for grants used to provide newly-arriving refugees with employment and social services designed to help them become employed within one year after arrival to the U.S.
93.576	(1) Refugee and Entrant Assistance - Discretionary Grants - Refugee School Impact	90ZE0183/01	09/29/14	2 Year	ACF	Local School District Administered, State Supervised program. The Program promotes coordination among refugee county coordinators, local school districts, and community-based organizations to improve refugee students' academic performance and social adjustment. Services offered to refugee school-age children, their parents, and their schools include after-school and weekend tutoring, summer school sessions for language and math, parent involvement workshops, development and use of refugee-specific educational materials, etc.
	(2) Refugee and Entrant Assistance - Discretionary Grants - Targeted Assistance Grants	90RT0184/02	09/29/14	3Year	ACF	County administered, State supervised program used to provides grants to address the employment needs of refugees that cannot be met with Formula Social Services or Formula Targeted Assistance Grant Programs. Services mainly focus on refugees who continue to need services beyond the initial years of resettlement. Activities supplement existing employment services to help refugees achieve economic self-sufficiency.
	(3) Refugee and Entrant Assistance - Discretionary Grants - Elder Care	90RL0151/03	09/29/14	3Year	ACF	County administered, State supervised program used to assist the state's older refugee population (60 years of age or older). ORDG services are provided to link refugee seniors with mainstream programs for the elderly, and to help with the citizenship and naturalization process for those individuals who may be at risk of losing, or have lost, their Supplemental Security Income benefits due to their non-citizen immigration status.

CFDA Number	Program Title	Federal Award Identification Number (FAIN)	Federal Award Date	Period of Performance	Federal Awarding Agency	Federal award Project Description as required by FFATA
93.579	U.S. Repatriation	n/a	n/a	n/a	ISS	County administered, State supervised program. The program provides temporary assistance such as cash assistance, medical care, admission into a nursing home or hospital, settling with family or friends, moving into permanent housing, foster care placement, transportation, overnight lodging, food, provision for escort services, clothing, and other goods and services necessary for the health or welfare of individuals to U.S.
93.584	Refugee and Entrant Assistance - Targeted Assistance Grants-Formula	14TACARTAG	09/23/14	2 Year	ACF	County Administered, State Supervised program used to provide refugees who are long-term recipients of cash assistance with targeted employment and social services designed to help them become employed or to retain employment after finding a job.
93.590	Community-Based Child Abuse Prevention Grants (CBCAP)	1301CAFRPG	09/05/13	2 Year	ACF	County Administered, State Supervised Program. The grant maintains a network of child abuse prevention councils which assist in the responsibility to direct, lead and evaluate the network of public-private partnerships and the continuum of preventative services for children and families.
93.599	Chafee Education and Training Vouchers Program (ETV)	1401CACETV	12/04/13 02/04/14 04/01/14 07/01/14	2 Year	ACF	The ETV program provides up to \$5000 per school year to support youth who are aging out of foster care and seeking higher education.
93.645	Stephanie Tubbs Jones Child Welfare Services Program (CWS)	1501CACWSS	12/09/14 02/25/15 04/01/15	2 Year	ACF	County Administered, State Supervised Program for funds used to help finance child welfare services; ranging from Emergency Response, Family Maintenance, Family Reunification to Permanent Placement.
93.648	Child Welfare Research Training or Demonstration (CAPP)	90CT015305	10/01/14	1 Year	ACF	State Supervised, County Administered program to support the implementation of local demonstration projects that test the effectiveness of innovative intervention strategies to improve permanency outcome of foster children in California, in particular African-American and Native-American youth who have been identified as having the most significant barriers to permanency.
93.658	Foster Care - Title IV-E	1501CAFOST	10/01/14 01/01/15	2 Year	ACF	County Administered, State Supervised Program that provides Foster Care Assistance and Administrative Costs to help provide safe and stable out-of-home care for children until they are safely returned home, placed permanently with adoptive families or placed in other planned arrangements for permanency.
93.659	Adoption Assistance Program - Title IV-E	1501CAADPT	10/01/14 01/01/15	2 Year	ACF	County Administered, State Supervised Program. The Adoption Assistance Program provides funds to States to facilitate the timely placement of children, whose special needs or circumstances would otherwise make it difficult to place, with adoptive families. Additionally, funds are available for: Administrative costs to manage the program; training staff and adoptive parents; adoptive parent recruitment; and other related expenses.
93.667	Social Services Block Grant (Title XX)	1501CASOSR	11/04/14 12/19/14 01/07/15 04/01/15	2 Year	ACF	County Administered, State Supervised Program to be used for programs and services to children or their families whose income is less than 200 percent of the income official poverty line.

CFDA Number	Program Title	Federal Award Identification Number (FAIN)	Federal Award Date	Period of Performance	Federal Awarding Agency	Federal award Project Description as required by FFATA
93.669	Child Abuse and Neglect State Grants (CAPTA)	1401CACA01	12/04/13 03/14/14	5 Year	ACF	County Administered, State Supervised Program the provides measurable outcomes and is a strength-base management tool by assessing where to start and set goals with families, charting family progress and assessing the effectiveness of services in relation to outcomes.
93.674	Chafee Foster Care Independence Program (ILP)	1401CACILP	11/06/13 01/23/14 04/01/14 07/01/14	2 Year	ACF	County Administered, State Supervised Program for the program offers training, services and to assist current and former foster youth achieve self-sufficiency prior to and after leaving the foster care system.
		1504CACILP	12/17/14 01/15/15 04/01/15	2 Year		

Acronyms: Administration for Children and Families (ACF)  
Food and Nutrition Service (FNS)  
International Social Service (ISS)



POLICY NUMBER: **PBPK1566161**

**COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
County of Siskiyou, Human Services	
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 the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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.

**B. With respect to the insurance afforded to these additional insureds, 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 the 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. 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.



**MARKEL INSURANCE COMPANY**  
 A STOCK COMPANY  
 TEN PARKWAY NORTH  
 DEERFIELD, IL 60015  
 800-431-1270

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**  
**INFORMATION PAGE**

NCCI No. 22616 Policy No. MWC0091095-02  
 New No. Renewal of Policy Number MWC0091095-01

State Unemployment I.D. No. or Identifying Number as Required: FEIN: 942674706

1. Insured: Siskiyou Child Care Council, Inc dba Siskiyou Child Care Council  
 Mailing Address: PO Box 500, Weed, CA 96094-0500  
 Email Address: mmichelon@siskiyouchildcare.org  
 Producer: Adkins, Balkovek & Byron Insurance Services, Inc  
 Mailing Address: 1524 Market Street, Redding, CA 96001  
 Individual  Partnership  Corporation or  Nonprofit

Other workplace not shown above: See Attached Location Schedule

2. Policy Period: The policy is from 03/01/2017 to 03/01/2018 [12.01 AM Standard Time] at the insured's mailing address.  
 3. A. Workers Compensation Insurance: Part One of this policy applies to the Workers Compensation Law of the states listed here: CALIFORNIA

B. Employers liability Insurance: Part Two of this policy applies to work in each state listed in Item 3A. The limits of our liability under Part Two are:

Bodily Injury by Accident: \$ 1,000,000 each accident  
 Bodily Injury by Disease: \$ 1,000,000 policy limit  
 Bodily Injury by Disease: \$ 1,000,000 each employee

C. Other States Insurance: Part Three of this policy applies to the states, if any, listed here:

All states except those listed in Item 3A of the Information Page and the following states or territories: AZ, District of Columbia, ID, ME, MT, NJ, NY, ND, OH, OR, WA, WY, Puerto Rico and US Virgin Islands.

D. This Policy includes these endorsements and schedules: MDWC1000A, WC040002, WC040003, WC040004, WC040005, MWC12000510, WC000000C, WC000419, WC000422B, WC040301C, WC040360B, WC040601A, MWC14030510, MWC14040510, PN049901F, PN049902B, PN049904, MPWC10000510, MPWC 1025, MJWC1000, MPIL 1083, MPIL 1007

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classification	Code No	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
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See WC 04 00 05 Extension of Information Page

MINIMUM PREMIUM	\$750.00	TOTAL ESTIMATED ANNUAL PREMIUM	\$6,594.00
		TAXES & ASSESSMENTS	\$206.00

IF INDICATED BELOW, INTERIM ADJUSTMENTS OF PREMIUM SHALL BE MADE:

Semi-Annually	Quarterly	X Monthly	\$1,022.00 Deposit Premium	SPer Installment Endr
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Issuing Office: Omaha, Nebraska

Countersigned by:

MDWC 1000A (06/15)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2016

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

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

<b>PRODUCER</b> S F I Insurance Services 1524 Market Street  Redding CA 96001		<b>CONTACT NAME:</b> Heather Dickerson <b>PHONE (A/C No. Ext):</b> (530)244-7446 <b>FAX (A/C. No):</b> (530)242-0109 <b>E-MAIL ADDRESS:</b> hdickerson@efi-insurance.com	
<b>INSURED</b> Siskiyou Child Care Council P.O. Box 500  Weed CA 96094		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Philadelphia Ins. Co. INSURER B: Markel Insurance INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: 2016-2017 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK1566161	10/15/2016	10/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1566161	10/15/2016	10/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB560520	10/15/2016	10/15/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC0091095-01	3/1/2016	3/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED PER THE ATTACHED FORM CG2010 04/13. INSURANCE IS PRIMARY AS INCLUDED IN POLICY PER ATTACHED FORM CG 00 01 04 13.

**CERTIFICATE HOLDER**

(530) 841-2790

COUNTY OF SISKIYOU  
 HUMAN SERVICES  
 818 S. MAIN STREET  
 YREKA, CA 96097

**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

Joe Gibson/HLD

POLICY NUMBER: **PBPK1566161**

**COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
County of Siskiyou, Human Services	
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 the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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.

**B. With respect to the insurance afforded to these additional insureds, 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 the 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. 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.



**MARKEL INSURANCE COMPANY**  
 A STOCK COMPANY  
 TEN PARKWAY NORTH  
 DEERFIELD, IL 60015  
 800-431-1270

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**  
**INFORMATION PAGE**

NCCI No. 22616 Policy No. MWC0091095-02  
 New No. Renewal of Policy Number MWC0091095-01

State Unemployment I.D. No. or Identifying Number as Required: FEIN: 942674706

1. Insured: Siskiyou Child Care Council, Inc dba Siskiyou Child Care Council  
 Mailing Address: PO Box 500, Weed, CA 96094-0500  
 Email Address: mmichelon@siskiyouchildcare.org  
 Producer: Adkins, Balkovek & Byron Insurance Services, Inc  
 Mailing Address: 1524 Market Street, Redding, CA 96001  
 Individual  Partnership  Corporation or  Nonprofit

Other workplace not shown above: See Attached Location Schedule

2. Policy Period: The policy is from 03/01/2017 to 03/01/2018 [12.01 AM Standard Time] at the insured's mailing address.  
 3. A. Workers Compensation Insurance: Part One of this policy applies to the Workers Compensation Law of the states listed here: CALIFORNIA

B. Employers liability Insurance: Part Two of this policy applies to work in each state listed in Item 3A. The limits of our liability under Part Two are:

Bodily Injury by Accident: \$ 1,000,000 each accident  
 Bodily Injury by Disease: \$ 1,000,000 policy limit  
 Bodily Injury by Disease: \$ 1,000,000 each employee

C. Other States Insurance: Part Three of this policy applies to the states, if any, listed here:

All states except those listed in Item 3A of the Information Page and the following states or territories: AZ, District of Columbia, ID, ME, MT, NJ, NY, ND, OH, OR, WA, WY, Puerto Rico and US Virgin Islands.

D. This Policy includes these endorsements and schedules: MDWC1000A, WC040002, WC040003, WC040004, WC040005, MWC12000510, WC000000C, WC000419, WC000422B, WC040301C, WC040360B, WC040601A, MWC14030510, MWC14040510, PN049901F, PN049902B, PN049904, MPWC10000510, MPWC 1025, MJWC1000, MPIL 1083, MPIL 1007

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classification	Code No	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
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See WC 04 00 05 Extension of Information Page

MINIMUM PREMIUM	\$750.00	TOTAL ESTIMATED ANNUAL PREMIUM	\$6,594.00
		TAXES & ASSESSMENTS	\$206.00

IF INDICATED BELOW, INTERIM ADJUSTMENTS OF PREMIUM SHALL BE MADE:

Semi-Annually	Quarterly	X Monthly	\$1,022.00 Deposit Premium	SPer Installment Endr
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Issuing Office: Omaha, Nebraska

Countersigned by:

MDWC 1000A (06/15)

