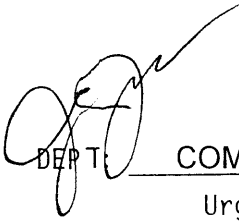


THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY



DEPT: COMMUNITY SERVICES AGENCY

BOARD AGENDA # B-15

Urgent Routine

AGENDA DATE MARCH 13, 2001

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT: APPROVAL TO CONTRACT WITH MODESTO CITY SCHOOLS AND STANISLAUS COUNTY OFFICE OF EDUCATION FOR THE EXPANSION OF THE AFTER SCHOOL LEARNING PROGRAM TO INCLUDE SERVICES TO FAMILIES WHO ARE NOT ELIGIBLE FOR THE TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF) PROGRAM.

STAFF RECOMMENDATIONS:

1. APPROVE THE AGREEMENT WITH MODESTO CITY SCHOOLS (MCS) FOR THE EXPANSION OF THE AFTER SCHOOL LEARNING PROGRAM TO INCLUDE SERVICES TO FAMILIES WHO ARE NOT ELIGIBLE FOR THE TANF PROGRAM.
2. AUTHORIZE THE COMMUNITY SERVICES AGENCY (CSA) DIRECTOR, OR HIS ASSISTANT DIRECTOR DESIGNEE, TO SIGN THE AGREEMENT NOT TO EXCEED THE TOTAL CONTRACT AMOUNT OF \$540,960.
3. APPROVE THE AGREEMENT WITH STANISLAUS OFFICE OF EDUCATION (SCOE) FOR THE EXPANSION OF THE AFTER SCHOOL LEARNING PROGRAM TO INCLUDE SERVICES TO FAMILIES WHO ARE NOT ELIGIBLE FOR THE TANF PROGRAM.

(CONTINUED ON PAGE 2)

FISCAL IMPACT:

The total amount of the requested two-year contracts is \$1,460,592, SCOE totals \$919,632 and MCS totals \$540,960. Appropriations and corresponding revenues are included in the CSA's Fund 1631 Budget Unit, per the CalWORKs Welfare-to-Work (WtW) Incentives Program Budget approved in concept by the Board on January 23, 2001. Appropriations and corresponding revenues for the succeeding years will be included in the appropriate fiscal year CSA budget request to the Board.

BOARD ACTION

No. 2001-188

On motion of Supervisor Blom, Seconded by Supervisor Mayfield, and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: Simon

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

Motion:



File No.

ATTEST: REAGAN M. WILSON, Clerk By: Deputy

APPROVAL TO CONTRACT WITH MODESTO CITY SCHOOLS AND STANISLAUS COUNTY OFFICE OF EDUCATION FOR THE EXPANSION OF THE AFTER SCHOOL LEARNING PROGRAM TO INCLUDE SERVICES TO FAMILIES WHO ARE NOT ELIGIBLE FOR THE TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF) PROGRAM.

Page 2

STAFF
RECOMMEND-
ATIONS
(CONT'D):

4. AUTHORIZE THE COMMUNITY SERVICES AGENCY (CSA) DIRECTOR, OR HIS ASSISTANT DIRECTOR DESIGNEE, TO SIGN THE AGREEMENT NOT TO EXCEED THE TOTAL CONTRACT AMOUNT OF \$919,632.

FISCAL
IMPACT
(CONT'D):

CalWORKs Incentive Funds are currently 100% Federal Temporary Assistance to Needy Families (TANF) dollars and do not have a County Share requirement. After School Learning Programs meet TANF Goal #3, to prevent and reduce the incidence of out of wedlock pregnancies; as such program expenditures will be reimbursed through the CalWORKs WtW Incentives Expenditure Plan as follows: Childcare and Child Development \$150,000; Transportation/Public – Vehicle Acquisition \$100,000 (redirected); After-School Activities – Family Learning Center \$950,000; current Interest earning of \$147,244; and the balance of \$113,348 will be funded through Estimated Earnings Receivable (deposited by June 2001). There will be no cost to the County General Fund as a result of this program expansion.

DISCUSSION:

In January 2001, the Board of Supervisors approved “in concept” the Welfare Incentive Expenditure Plan presented by the Community Services Agency (CSA). CSA was directed to return to the Board with specific information regarding each program recommendation. Following is the first of several recommendations that will be returning to the Board for consideration.

TITLE: AFTER SCHOOL LEARNING PROGRAM/FAMILY LEARNING CENTER

DESCRIPTION:

The After School Learning Program/Family Learning Centers are a partnership with Stanislaus County Office of Education (SCOE) and Modesto City Schools (MCS) that was approved by the Board of Supervisors in February 2000 and October 1999 respectively. The centers provide child care services, academic enrichment and intervention, oral language acquisition, reading fluency instruction, conflict resolution/violence reduction and recreational opportunities for children in a safe, drug free and supervised environment. Today twenty-five After School Learning Programs (ASLP) are in operation throughout Stanislaus County. Two schools, Cloverland (Oakdale School District) and Keyes (Keyes School District) will open July 1, 2001.

TARGET POPULATION:

The Welfare to Work Incentive funds will be used to expand service to children whose families are not eligible to Temporary Assistance to Needy

APPROVAL TO CONTRACT WITH MODESTO CITY SCHOOLS AND STANISLAUS COUNTY OFFICE OF EDUCATION FOR THE EXPANSION OF THE AFTER SCHOOL LEARNING PROGRAM TO INCLUDE SERVICES TO FAMILIES WHO ARE NOT ELIGIBLE FOR THE TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF) PROGRAM.

Page 3

DISCUSSION
(CONT'D):

Families (TANF) funded child care. For example: lower income working families, children whose parent(s) are receiving SSI, children who are in foster care.

NEEDS TO BE ADDRESSED:

Nationwide over 8 million children are left alone and unsupervised at the end of each school day. Appropriate supervision for children can be a difficult challenge for many working parents who are unable to arrange or afford alternatives for their "latchkey" youngsters.

Renaissance Group identified child care as the number one priority in their study of the new funds coming to Stanislaus County: Prop 10, Tobacco Settlement, and Welfare Incentive funds. CSA recommends using part of the Incentive Funds to serve families who are not eligible to participate in the current after school learning program.

Today over 100 TANF children are participating in the program at MCS, and a comparative number are linked to the SCOE program. At present, children of TANF parents who are working or engaged in a work/training activity are eligible to participate in the TANF funded program. MCS' 21st Century grants are also available at three sites and 21st Century Grants are available through SCOE school sites to serve children who are not eligible to TANF funded child care. There is still an unmet need and the Incentive funding will allow more flexibility to expand the program to meet some of those critical child care needs.

EXPECTED OUTCOMES:

While the program has only been in operation for less than a year, we have seen some significant outcomes to date:

➤ Modesto City Schools

Based on recent surveys MCS teachers report that 75% to 84% of the students enrolled in after school program show improvement in the following areas: completion of homework, participation, attendance, attention in class, behavior, academic performance, getting along with other students, and coming to school prepared to learn.

➤ SCOE School Sites

SCOE ASLP Programs vary slightly by school site and positive outcomes to date by school site include:

APPROVAL TO CONTRACT WITH MODESTO CITY SCHOOLS AND STANISLAUS COUNTY OFFICE OF EDUCATION FOR THE EXPANSION OF THE AFTER SCHOOL LEARNING PROGRAM TO INCLUDE SERVICES TO FAMILIES WHO ARE NOT ELIGIBLE FOR THE TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF) PROGRAM.

Page 4

DISCUSSION
(CONT'D):

C.F. Brown School Sylvan School District

Students have shown improvement in: self-confidence, self-esteem, reading skills, math skills, attitude toward school, and sharing and working together.

Specific examples of reading improvement:

4th grader- 1.5 years improvement in 5 months, 3rd grader- 1.5 years improvement in 5 months, 1st grader- .7 years improvement in 3 months

Empire Schools

Specific examples of improvement:

4th grader- 1.9 years reading improvement, 1.8 years language improvement, and 1.4 years math improvement

5th grader- 1.8 years reading improvement, 2.5 years language improvement, and 1.8 years math improvement

Attendance of students has shown a 50% improvement

Turlock School District

6th grader- Before coming to ASLP, student was receiving failing grades, now she is attending ASLP regularly and has raised her grades to A's and B's.

Von Renner School Newman-Crows Landing School District

Homework issues with participants have diminished greatly. This is most likely a result of the tutoring that students in the ASLP receive on a daily basis.

- **NUMBER SERVED:** The expansion of the program will allow children of non-TANF eligible families to participate in a high quality child care program in a safe, supervised environment. These funds will enable up to 189 additional children to participate in the After School Learning Program each month over the next two years.
- **OUTCOMES:** Quality after school programs can meet family needs for adult supervision of children during after school hours and provide healthy alternatives to insulate children from risk-taking and delinquent behavior. Student success will be measured by: academic performance (grades, state and district tests), attendance, tardiness, suspensions from class, and progress toward achieving specific student outcomes (academic and pro-social skills).

The school districts will be administering the annual Stanford 9, the nationally standardized achievement test, during the 2000/2001 school year. The results of these tests will provide further evidence of the outcomes of the After School Learning/Family Learning Center Programs.

APPROVAL TO CONTRACT WITH MODESTO CITY SCHOOLS AND STANISLAUS COUNTY OFFICE OF EDUCATION FOR THE EXPANSION OF THE AFTER SCHOOL LEARNING PROGRAM TO INCLUDE SERVICES TO FAMILIES WHO ARE NOT ELIGIBLE FOR THE TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF) PROGRAM.

Page 5

DISCUSSION
(CONT'D):

Subsidized child care is an important income support program for working Families. The program enables parents to continue working by ensuring them that their children are receiving high quality child care in a safe, drug free, supervised environment.

DURATION OF PROGRAM:

These funds will be used to serve the target population for the next 24 months.

SUSTAINABILITY:

Three of MCS school sites and a comparable number of SCOE sites are supported with 21st Century grants, which allows some children of non-TANF eligible families to receive services at these school sites. Plans are in progress to apply for 21st Century funding for additional MCS sites and SCOE sites this next fiscal year. Other funds that are used to support programs at each of the school sites include: National School Lunch program, English Language Acquisition program, and Summer School Intercession.

CSA will continue to work with MCS and SCOE to secure a stable funding source for the after school learning/family learning centers program in the future. Prop 10 monies may provide further opportunities for continued program expansion.

FISCAL IMPACT:

CSA recommends that \$1,460,592 of Incentive funds recommended for after school learning program/family learning centers be allocated to MCS and SCOE for the expansion of their After School Learning Program. This amount includes \$1,100,000 approved by the Board "in concept" in January 2001; and \$100,000 redirected from Transportation support. The balance of the funding needed for the second twelve months of program operation will be available from interest earnings deposited prior to June 30, 2001.

POLICY
ISSUE:

Approval of the contract to expand MCS and SCOE After School Learning Program supports the Board's priorities of:

- Safe, Healthy Community by ensuring the physical, mental and social well-being of children in secure day/child care centers.
- Multi-jurisdictional Cooperation through coordination of resources and alignment of service goals for families and children in our County.

STAFFING
IMPACT:

There is no staffing impact associated with this proposal.



MEMO TO: CHRISTINE FERRARO-TALLMAN
CLERK TO THE BOARD OF SUPERVISORS

FROM: CHERYL DAVIS SCOTT, CLERK *Cheryl Scott*

DATE: JANUARY 25, 2002

SUBJECT: EXECUTED AGREEMENT(S)

Enclosed for your record is a fully executed original of contract between Stanislaus County Community Services Agency and **Stanislaus County Office of Education** to provide After School Learning Program Child Care effective March 1, 2001 through June 30, 2003. The Board of supervisors approved this contract on August 8, 2000 with **Board Action #2001-188**.

If you have any questions regarding this agreement please contact Diane Tollefson, Contracts Administrator, at 558-2937.

Thank you.

: cds
Attachment

BOARD OF SUPERVISORS
2002 JAN 28 P 2:28

Jeff Jue, LCSW, Director

251 E. Hackett Road • P.O. Box 42 • Modesto, CA 95353-0042 • phone (209) 558-2500 • fax (209) 558-2558



ACCREDITED
COUNCIL ON ACCREDITATION
OF SERVICES FOR FAMILIES
AND CHILDREN, INC.

2-13-01 B-15

**AGREEMENT FOR
AFTER SCHOOL LEARNING PROGRAM CHILD CARE
INDEPENDENT CONTRACTOR SERVICES
MARCH 1, 2001 THROUGH JUNE 30, 2003**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and **Stanislaus Office of Education** ("Contractor") on March 1, 2001.

The mission of Stanislaus County to children is to promote family responsibility. It is our commitment to provide children and their families with access to essential resources and effective strategies to become contributing and interdependent members of the community. Collaboration between agencies in partnership with the community is the most effective means of providing services. These services are to be provided in a manner that is culturally sensitive, promotes a sense of self-worth, and protects the safety of children, families and community.

RECITALS

WHEREAS, the County has a need for child care for children of needy families who are not eligible to the Temporary Assistance to Needy Families (TANF) program and,

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions.

2. CONSIDERATION

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

2.5 Payment of all services provided in accordance with the provisions of this contract are contingent upon the availability of county, state and federal funds.

3. TERM

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the

State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.5 County shall notify Contractor in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification will constitute County's intention to terminate this contract in the event corrections are not accomplished within thirty (30) days.

3.6 This contract may be terminated by County upon the giving of thirty (30) days notice of such termination because the services as determined by the Director of Stanislaus County Community Services Agency are inadequate, poorly performed, or improperly supervised. Within the thirty (30) day period, Contractor may appeal the decision of the Director of the Community Services Agency to the Board of Supervisors of Stanislaus County. The determination by the Board as to the termination shall be final.

3.7 Notwithstanding any other provisions of this contract, County may terminate the contract immediately:

- a. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services.
- b. Upon loss of any license(s) required for lawful operation of Contractor's business; or,
- c. Upon an unauthorized decrease in the required insurance in force; or,
- d. Upon failure to make payroll payments; or,
- e. Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or
- f. Upon failure to substantially meet other financial obligations; or
- g. Upon service or a writ of attachment by creditors of Contractor.

3.8 This contract may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party.

4. WORK SCHEDULE

Contractor is obligated to perform in a timely manner those services and work identified in Exhibit A. It is understood by Contractor that the performance of these services and work will require the Contractor to perform the services and work in conformance with the schedule set forth in Exhibit A, if any, and, if there is no schedule,

the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

6.1 Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6.2 All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this agreement shall be fully consumed or aged out in the course of the contract agreement.

7. INSURANCE

7.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

7.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

7.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

7.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

7.3 The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional named insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

7.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

7.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

7.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.

7.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance and with original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

7.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

8. DEFENSE AND INDEMNIFICATION

8.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Contractor's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such claim, damage, loss and expense.

8.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

9. STATUS OF CONTRACTOR

9.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

9.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee,

and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

9.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

9.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. RECORDS AND AUDITS

10.1 Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this agreement for a minimum of five (5) years from the termination or completion of this agreement, or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.

10.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.

10.3 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this agreement.

10.4 County shall have the right to audit all billings and records of the Contractor related to this contract as required by State law. An independent public accountant can be appointed by County.

10.5 Contractor agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.

10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.

10.7 Contractor shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$300,000 in Federal funds must comply with the Single Audit Act of 1984 (PL 98-502). All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of OMB Circular A-128 as this applies to the auditing of other

government agencies or OMB Circular A-133 as this applies to the auditing of institutions of higher education and non-profit entities.

10.8 Contractor shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.

10.9 Expenses incurred by Contractor to provide for the performance of an audit to satisfy said requirements are an allowable contract cost. Contractor is responsible for ensuring that the appropriate portion of audit costs are included with its total executed contract funds.

10.8 Contractor is responsible for submitting to County an audit report, prepared in accordance with said requirements, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

11. CONFIDENTIALITY

Contractor shall comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code (WIC) and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that:

a Any and all information pertaining to the administration of public social services, for which grants in aid are received will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.

b No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

c Contractor shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.

12. NONDISCRIMINATION

12.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations

promulgated in the California Code of Regulations or the Code of Federal Regulations. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

12.2 Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

12.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

13. ASSIGNMENT

13.1 This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13.2 Any working agreements, memoranda of understanding, or subcontracts let as a result of this agreement shall adhere to the terms contained in this agreement and shall be submitted to County prior to their commencement.

14. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

15. NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Community Services Agency
Attention: Contracts Administrator
PO Box 42
Modesto, CA 95353

To Contractor: Program Contact
Stanislaus Office of Education
Attention: Hal DeArmond,
Division Administrator Child/Family Services
1324 Celeste Drive
Modesto, CA 95355

Fiscal Contact
Stanislaus Office of Education
Attention: John Gongaware,
Assistant Superintendent of Business Services
1324 Celeste Drive
Modesto, CA 95355

16. CONFLICTS

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

17. SEVERABILITY

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

18. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. ENTIRE AGREEMENT

19.1 This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral 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 agreement, statement or promise not contained in this Agreement shall be valid or binding.

19.2 This contract is supplemented by the Modesto City Schools Family Learning Center and After School Learning Program Proposal dated September 17, 1999, which is hereby incorporated by this reference. However, if said incorporation creates ambiguity, the contract shall prevail over the proposal submitted by Contractor.

20. ADVICE OF ATTORNEY

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

21. CONSTRUCTION

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

22. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

23. AVAILABILITY OF FUNDS

Payment of all services provided in accordance with the provisions of this contract are contingent upon the availability of County, State and Federal funds.

24. GENERAL ACCOUNTABILITY

24.1 In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

24.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Contractor's failure to perform as required by this contract, reimbursement shall be made to the damaged party by Contractor.

24.3 Additional costs to County for maintaining any portion of the contract as a result of Contractor's failure to perform, as required by this agreement, are subject to recoupment by County through withholding from billings or any other form of legal action.

25. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Contractor will abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor will also abide by specific codes of ethics prescribed by the professional organizations which set standards for their profession.

- Quality of Service: Employees of Contractor will promote the goals of the program, which includes enhancement of participant self esteem, by providing quality service which demonstrates knowledge of the respect for participant needs.
- Respect and Courtesy: Employees of Contractor will conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Contractor will not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of contractor will not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

26. STATE ENERGY CONSERVATION PLAN

Contractor agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 23, California Administrative Code, as required by the U.S. Energy, Policy and Conservation Act (P.L. 94-165).

27. COPYRIGHT ACCESS

County, CDSS, and the United States Department of Health and Human Services shall have a royalty free nonexclusive and irrevocable license to publish, translate, or use, now or hereafter, all material developed under this contract including those covered by copyright.

28. CONVICTION OF CRIME

28.1 Contractor shall immediately notify County concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff, when such information becomes known to Contractor.

28.2 Contractor agrees not to knowingly employ any person convicted of any crime involving abuse, neglect, violence, or sexual conduct involving or perpetrated upon a minor, or an adult person or who has been convicted of any felony.

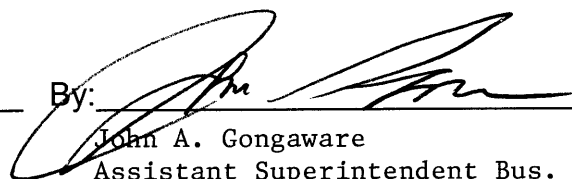
28.3 Contractor shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this contract report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165(k). Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and will comply with the provisions of the code section.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

**STANISLAUS OFFICE
OF EDUCATION**

By:  _____

By:  _____
John A. Gongaware
Assistant Superintendent Bus. Services

Title: Director

Title: County Superintendent

Dated: 5/27/01

Dated: 5-14-01

**APPROVED AS TO FORM:
COUNTY COUNSEL
MICHAEL H. KRAUSNICK**

By:  _____

Title: Deputy County Counsel

Dated: 2/28/01

V:\CO\WP\JPD\FORMS\IND-CON.AGM

**AGREEMENT FOR
AFTER SCHOOL LEARNING PROGRAM CHILD CARE
STANISLAUS COUNTY OFFICE OF EDUCATION
MARCH 1, 2001 THROUGH JUNE 30, 2003**

This contract supports the Temporary Assistance to Needy Families goal number 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.

I. SCOPE OF WORK:

Contractor shall provide After School Learning Program (ASLP) child care services to seven (7) children per month, based on twenty-four months, per After School Learning Program site, whose families are not eligible to the TANF program.

The seventeen (17) ASLP child care centers at Empire, Capistrano, Caswell, Don Pedro, Walter White, Keyes, Cunningham, Osborn, Wakefield, CF Brown, Cloverland, Rio Altura, California, Hughson, Moon, Grayson Charter, and Von Renner will provide enhanced child care services to children in grades one through six. Trained staff will provide a variety of activities and instructional services to benefit children. These services include academic intervention and enrichment, oral language acquisition, reading fluency instruction, recreation and games that teach.

II. COMPENSATION:

A. CONTRACTOR shall not be compensated directly for the services. Payment will be provided under this agreement as follows:

1. Costs:

- a. Seven (7) child care slots will be reimbursed in accordance with the current annual Stanislaus County Regional Market Weekly Rate Schedules for Child Care Providers based on full or part time status of the child and age of the child, for 24 months, totaling \$54,096 per site, for seventeen sites. The site must be open and at fully implemented to be reimbursed for these child care slots.
- b. The maximum amount of this contract shall not exceed \$919,632 for the period March 1, 2001 through June 30, 2003.
- c. All child care will be billed to and payment remitted through the CSA Child Care Unit.
 1. The School Districts will submit a monthly attendance list in the format specified in Exhibit B for each ASLP site, listing all children participating at each program site.

2. The School Districts will indicate on the attendance list the seven (7) children who are receiving services under this agreement. Eligibility is not restricted by income, and these services may be provided to all residents of Stanislaus County.

d. Costs must conform with federal cost regulations: OMB Circular A-87, A Guide for State and Local Government Agencies: 48 CFR, part 31, Subpart 31.2 (for profit agencies). All equipment purchased by the contractor must be depreciated in accordance with 45 CFR 95.705.

e. The School Districts shall make no charge to the families served by this contract and shall collect no share of cost.

f. The School Districts must equally charge all program participants in accordance with the current Stanislaus County Regional Market Rate Schedule based on age of child and full-time or part-time status. Note: This does not preclude Contractor from utilizing other sources of funds or in-kind match dollars.

2. Billings:

All billings will be submitted through the CSA Child Care Unit.

3. Payments:

a. County will not pay for unauthorized services rendered by the School Districts nor for the claimed services which County monitoring shows have not been provided as authorized.

b. County retains the right to withhold payment on disputed claims.

c. All payments for this contract will be made directly to the School Districts, not to the Contractor.

(SCHOOL DISTRICT)

(ADDRESS)

(CITY CA ZIP CODE)

[(209) XXX-XXXX]

****INVOICE****

Month Year

Invoice # _____

Bill to: Stanislaus County Community Service Agency
P.O. Box 42
Modesto, CA 95353-0042

Attention: Myrna Lebert

Reimbursement Requested For: ASL Component of the Family Learning Centers Program

Purpose #3 Incentive _____
(Month)

Site/School Name

7 Students (x) \$ month = \$

Student Names	SSN
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____

Approved by _____
Name and Title

TOTAL DUE \$

Make check Payable to: _____
(School District)



BOARD OF SUPERVISORS



2001 APR 24 A 10: 23

MEMO TO: CHRISTINE FERRARO-TALLMAN
CLERK TO THE BOARD OF SUPERVISORS

FROM: CHERYL DAVIS, CLERK *Cheryl Davis*

DATE: APRIL 23, 2001

SUBJECT: EXECUTED AGREEMENT(S)

Enclosed for your record is a fully executed original of an agreement between Stanislaus County Community Services Agency and **Modesto City Schools** to provide After School Learning Program for Non-TANF families. The Board of supervisors approved this

If you have any questions regarding this agreement please contact Diane Tollefson, Contracts Administrator, at 558-2937.

Thank you.

: cd
Attachment



**AGREEMENT FOR
AFTER SCHOOL LEARNING PROGRAM CHILD CARE
INDEPENDENT CONTRACTOR SERVICES
MARCH 1, 2001 THROUGH JUNE 30, 2003**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and **Modesto City Schools** ("Contractor") on March 1, 2001.

The mission of Stanislaus County to children is to promote family responsibility. It is our commitment to provide children and their families with access to essential resources and effective strategies to become contributing and interdependent members of the community. Collaboration between agencies in partnership with the community is the most effective means of providing services. These services are to be provided in a manner that is culturally sensitive, promotes a sense of self-worth, and protects the safety of children, families and community.

RECITALS

WHEREAS, the County has a need for child care for children of needy families who are not eligible to the Temporary Assistance to Needy Families (TANF) program and,

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions.

2. CONSIDERATION

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

2.5 Payment of all services provided in accordance with the provisions of this contract are contingent upon the availability of county, state and federal funds.

3. TERM

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the

State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.5 County shall notify Contractor in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification will constitute County's intention to terminate this contract in the event corrections are not accomplished within thirty (30) days.

3.6 This contract may be terminated by County upon the giving of thirty (30) days notice of such termination because the services as determined by the Director of Stanislaus County Community Services Agency are inadequate, poorly performed, or improperly supervised. Within the thirty (30) day period, Contractor may appeal the decision of the Director of the Community Services Agency to the Board of Supervisors of Stanislaus County. The determination by the Board as to the termination shall be final.

3.7 Notwithstanding any other provisions of this contract, County may terminate the contract immediately:

- a. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services.
- b. Upon loss of any license(s) required for lawful operation of Contractor's business; or,
- c. Upon an unauthorized decrease in the required insurance in force; or,
- d. Upon failure to make payroll payments; or,
- e. Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or
- f. Upon failure to substantially meet other financial obligations; or
- g. Upon service or a writ of attachment by creditors of Contractor.

3.8 This contract may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party.

4. WORK SCHEDULE

Contractor is obligated to perform in a timely manner those services and work identified in Exhibit A. It is understood by Contractor that the performance of these services and work will require the Contractor to perform the services and work in conformance with the schedule set forth in Exhibit A, if any, and, if there is no schedule,

the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

6.1 Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6.2 All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this agreement shall be fully consumed or aged out in the course of the contract agreement.

7. INSURANCE

7.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

7.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

7.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

7.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

7.3 The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional named insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

7.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

7.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

7.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.

7.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance and with original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

7.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

8. DEFENSE AND INDEMNIFICATION

8.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Contractor's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such claim, damage, loss and expense.

8.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

9. STATUS OF CONTRACTOR

9.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

9.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee,

and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

9.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

9.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. RECORDS AND AUDITS

10.1 Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this agreement for a minimum of five (5) years from the termination or completion of this agreement, or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.

10.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.

10.3 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this agreement.

10.4 County shall have the right to audit all billings and records of the Contractor related to this contract as required by State law. An independent public accountant can be appointed by County.

10.5 Contractor agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.

10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.

10.7 Contractor shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$300,000 in Federal funds must comply with the Single Audit Act of 1984 (PL 98-502). All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of OMB Circular A-128 as this applies to the auditing of other

government agencies or OMB Circular A-133 as this applies to the auditing of institutions of higher education and non-profit entities.

10.8 Contractor shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.

10.9 Expenses incurred by Contractor to provide for the performance of an audit to satisfy said requirements are an allowable contract cost. Contractor is responsible for ensuring that the appropriate portion of audit costs are included with its total executed contract funds.

10.8 Contractor is responsible for submitting to County an audit report, prepared in accordance with said requirements, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

11. CONFIDENTIALITY

Contractor shall comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code (WIC) and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that:

- a. Any and all information pertaining to the administration of public social services, for which grants in aid are received will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.
- b. No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.
- c. Contractor shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.

12. NONDISCRIMINATION

12.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations

promulgated in the California Code of Regulations or the Code of Federal Regulations. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

12.2 Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

12.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

13. ASSIGNMENT

13.1 This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13.2 Any working agreements, memoranda of understanding, or subcontracts let as a result of this agreement shall adhere to the terms contained in this agreement and shall be submitted to County prior to their commencement.

14. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

15. NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Community Services Agency
Attention: Contracts Administrator
PO Box 42
Modesto, CA 95353

To Contractor: Modesto City Schools
Attention: Wendell Chun,
Associate Superintendent of Educational Services
426 Locust Street
Modesto, CA 95351

16. CONFLICTS

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

17. SEVERABILITY

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

18. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. ENTIRE AGREEMENT

19.1 This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral 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 agreement, statement or promise not contained in this Agreement shall be valid or binding.

19.2 This contract is supplemented by the Modesto City Schools Family Learning Center and After School Learning Program Proposal dated September 17, 1999, which is hereby incorporated by this reference. However, if said incorporation creates ambiguity, the contract shall prevail over the proposal submitted by Contractor.

20. ADVICE OF ATTORNEY

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

21. CONSTRUCTION

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

22. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

23. AVAILABILITY OF FUNDS

Payment of all services provided in accordance with the provisions of this contract are contingent upon the availability of County, State and Federal funds.

24. GENERAL ACCOUNTABILITY

24.1 In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

24.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Contractor's failure to perform as required by this contract, reimbursement shall be made to the damaged party by Contractor.

24.3 Additional costs to County for maintaining any portion of the contract as a result of Contractor's failure to perform, as required by this agreement, are subject to recoupment by County through withholding from billings or any other form of legal action.

25. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Contractor will abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor will also abide by specific codes of ethics prescribed by the professional organizations which set standards for their profession.
- Quality of Service: Employees of Contractor will promote the goals of the program, which includes enhancement of participant self esteem, by providing quality service which demonstrates knowledge of the respect for participant needs.
- Respect and Courtesy: Employees of Contractor will conduct all activities with respect and courtesy for participants.

- Propriety: Employees of Contractor will not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of contractor will not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

26. STATE ENERGY CONSERVATION PLAN

Contractor agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 23, California Administrative Code, as required by the U.S. Energy, Policy and Conservation Act (P.L. 94-165).

27. COPYRIGHT ACCESS

County, CDSS, and the United States Department of Health and Human Services shall have a royalty free nonexclusive and irrevocable license to publish, translate, or use, now or hereafter, all material developed under this contract including those covered by copyright.

28. CONVICTION OF CRIME

28.1 Contractor shall immediately notify County concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff, when such information becomes known to Contractor.

28.2 Contractor agrees not to knowingly employ any person convicted of any crime involving abuse, neglect, violence, or sexual conduct involving or perpetrated upon a minor, or an adult person or who has been convicted of any felony.

28.3 Contractor shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this contract report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165(k). Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and will comply with the provisions of the code section.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY

MODESTO CITY SCHOOLS

By:  _____

By:  _____
James C. Enochs

Title: _____ Director _____

Title: _____ Superintendent _____

Dated: _____ 4/22/01 _____

Dated: _____

APPROVED AS TO FORM:
COUNTY COUNSEL
MICHAEL H. KRAUSNICK

By:  _____

Title: _____ Deputy County Counsel _____

Dated: _____ 2/28/01 _____

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**AGREEMENT FOR
AFTER SCHOOL LEARNING PROGRAM CHILD CARE
MODESTO CITY SCHOOLS
MARCH 1, 2001 THROUGH JUNE 30, 2003**

This contract supports the Temporary Assistance to Needy Families goal number 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.

I. SCOPE OF WORK:

Contractor shall provide After School Learning Program (ASLP) child care services to seven (7) children per month, based on twenty-four months, per After School Learning Program site, whose families are not eligible to the TANF program.

The ten (10) ASLP child care centers at Bret Harte, Burbank, Franklin, Kirschen, Marshall, Pearson, Robertson Road, Shackelford, Tuolumne and Orville Wright will provide enhanced child care services to children in grades one through six. Trained staff will provide a variety of activities and instructional services to benefit children. These services include academic intervention and enrichment, oral language acquisition, reading fluency instruction, recreation and games that teach.

II. COMPENSATION:

A. CONTRACTOR shall be compensated for the services provided under this agreement as follows:

1. Costs:

- a. Seven (7) child care slots will be reimbursed in accordance with the current annual Stanislaus County Regional Market Weekly Rate Schedules for Child Care Providers based on full or part time status of the child and age of the child, for 24 months, totaling \$54,096 per site, for ten sites. The site must be open and fully implemented to be reimbursed for these child care slots.
- b. The maximum amount of this contract shall not exceed \$540,960 for the period March 1, 2001 through June 30, 2003.
- c. All child care will be billed to and payment remitted through the CSA Child Care Unit.
 1. Contractor will submit a monthly attendance list in the format specified in Exhibit B for each ASLP site, listing all children participating at each program site.

2. Contractor will indicate on the attendance list the seven (7) children who are receiving services under this agreement. Eligibility is not restricted by income, and these services may be provided to all residents of Stanislaus County.

d. All child care payments will be reimbursed in accordance with the annual Stanislaus County Regional Market Weekly Rate Schedules for Child Care Providers based on full or part-time status of child and age of child.

e. Contractor agrees that the costs to be charged to County for contracted services for the term of this contract includes all allowable contractor costs, both indirect and direct, relative to this contract.

f. Costs must conform with federal cost regulations: OMB Circular A-87, A Guide for State and Local Government Agencies: 48 CFR, part 31, Subpart 31.2 (for profit agencies). All equipment purchased by the contractor must be depreciated in accordance with 45 CFR 95.705.

g. County shall not be required to purchase any definite amount of services nor does County guarantee to Contractor any minimum amount of funds or hours.

h. Contractor shall make no charge to the families served by this contract and shall collect no share of cost.

i. Contractor must equally charge all program participants in accordance with the current Stanislaus County Regional Market Rate Schedule based on age of child and full-time or part-time status. Note: This does not preclude Contractor from utilizing other sources of funds or in-kind match dollars.

2. Billings:

All billings will be submitted through the CSA Child Care Unit.

3. Payments:

a. County will not pay for unauthorized services rendered by Contractor nor for the claimed services which County monitoring shows have not been provided as authorized.

b. County retains the right to withhold payment on disputed claims.

SLOT ROSTER FOR _____
Site _____ Service Month _____

PROGRAM _____

PLEASE PRINT OR TYPE						
Slot	Childs Name	SS#	Parents Name	SS#	Funding Source (a)	Verified (b)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
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35						

NOTE:
(a) Funding Source to be used to identify those children enrolled using Expansion After School Learning Center Funds
(b) Column to be used by Stanislaus County